

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER <b>9P3PMFT-12-0002</b>		PAGE 1 OF 3		
2. CONTRACT NO. <b>GS-09P-12-KS-C-0074</b>		3. AWARD/EFFECTIVE DATE <b>SEP 27, 2012</b>		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>GS-09P-12-KS-C-0074</b>		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>Clevester Hines, Jr. clevester.hines@gsa.gov</b>			b. TELEPHONE NUMBER (No collect calls) <b>415-522-3296</b>		6. SOLICITATION ISSUE DATE <b>AUG 02, 2012</b>	
9. ISSUED BY GSA, FMSP DIV, CONTRACTS SECTION 450 GOLDEN GATE AVE, 4TH FL EAST SAN FRANCISCO CA 94102				CODE <b>9P3PMFC</b>		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:		
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A)		NAICS: <b>713940</b> SIZE STANDARD:		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS <b>Net 30</b>		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
15. DELIVER TO See Schedule		CODE		16. ADMINISTERED BY SOCIAL SECURITY ADMINISTRATION 1221 NEVIN AVENUE RICHMOND CA 94801-3123				
17a. CONTRACTOR/ OFFEROR. AQUILA FITNESS CONSULTING SYSTEMS, LTD. 429 LENOX AVENUE, SUITE 4W21 MIAMI BEACH FL 331396532		CODE <b>00033724</b> FACILITY CODE		18a. PAYMENT WILL BE MADE BY PBS PAYMENTS BRANCH P.O. BOX 17181 FORT WORTH TX 76102-0181				
CAGE: <b>1Q5K0</b> TIN: <b>(b)(4)</b> TELEPHONE NO.		DUNS: <b>(b)(4)</b>						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
Please	see continuation page for line item details.							
(Use Reverse and/or Attach Additional Sheets as Necessary)								
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) <b>\$0.00</b>		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. <b>3</b> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR <b>Yvan Miklin</b> Digitally signed by Yvan Miklin DN: cn=Yvan Miklin, o=Aquila, Ltd., Health and Fitness Solutions, ou=Office of the President, email=yvanmiklin@aquilaltd.com, c=US Date: 2012.10.01 12:36:06 -04'00'				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <b>(b)(6)</b>				
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) <b>Clevester Hines, Jr. 415-522-3296 clevester.hines@gsa.gov</b>		31c. DATE SIGNED <b>10/5/2012</b>		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
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41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)
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42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS
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**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0001	<p>PROJECT: FITNESS CENTER SERVICES at the Frank Hagel Federal Building. 1221 Nevin Avenue, Richmond, CA 94802. Beginning November 1, 2012 Performance Period: November 1, 2012 through October 31, 2013 With two (2) two-year option periods</p> <p>New Contract for operation of the Fitness Center Services at the Frank Hagel Federal Building, 1221 Nevin Ave, Richmond, CA 94802</p> <p>Performance Period: November 1, 2012 through October 31, 2013. With two (2) two-year option periods</p> <p>Accounting and Appropriation Data: .2012.192X.09. .P092S410. . .CA0213ZZ. . \$0.00 DELIVERY DATE: 10/31/2012 SHIP TO: SOCIAL SECURITY ADMINISTRATION 1221 NEVIN AVENUE RICHMOND CA 94801-3123 Period of Performance: 11/01/2012 to 10/31/2013</p>	12.00	EA	0.00	0.00
0002	<p>OPTION 1-PERFORMANCE PERIOD November 1, 2013 through October 31, 2015</p> <p>Accounting and Appropriation Data: .2012.192X.09. .P092S410. . .CA0213ZZ. . \$0.00 DELIVERY DATE: 10/31/2015 SHIP TO: SOCIAL SECURITY ADMINISTRATION 1221 NEVIN AVENUE RICHMOND CA 94801-3123 Period of Performance: 11/01/2013 to 10/31/2015</p>	24.00	EA	0.00	OPT 0.00
0003	<p>OPTION 2-PERFORMANCE PERIOD November 1, 2015 through October 31, 2017</p> <p>Accounting and Appropriation Data: .2012.192X.09. .P092S410. . .CA0213ZZ. . \$0.00 DELIVERY DATE: 10/31/2017 SHIP TO: SOCIAL SECURITY ADMINISTRATION 1221 NEVIN AVENUE RICHMOND CA 94801-3123 Period of Performance: 11/01/2015 to 10/31/2017</p>	24.00	EA	0.00	OPT 0.00



SOLICITATION NUMBER: **GS-09P-12-KS-C-0074**

SERVICE: FITNESS CENTER SERVICES

LOCATION: Social Security Administration, Frank Hagel Federal Building  
1221 Nevin Avenue, Richmond, CA 94801

PERIOD OF PERFORMANCE: November 1, 2012 through October 31, 2013  
With two 2-year Option Periods

SOLICITATION ISSUE DATE: ..... August 2, 2012

SUBMITTAL OF QUESTIONS: ..... August 13, 2012

OFFER RECEIPT DATE and TIME: ..... August 20, 2012

**PART I - THE SCHEDULE**

**SECTION A  
REMITTANCE ADDRESS**

**1. REMITTANCE ADDRESS**

When the contractor wishes payments to be mailed to an address other than that shown on the Standard Form 1449, Solicitation./Contract/Order for Commercial Items, the company shall insert the proper remittance address in the space provided below:

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**SECTION B  
SUPPLIES OR SERVICES AND PRICES**

**1. DESCRIPTION OF SERVICES**

The contractor shall provide all management, supervision, labor, materials, supplies and equipment, including hardware and software (except as otherwise provided), and shall plan, schedule, coordinate and assure effective performance of all services described herein. The contractor will be required to provide Fitness Center services in accordance with the requirements of this solicitation at the following building:

**LOCATION:** Fitness Center  
Frank Hagel Federal Building  
1221 Nevin Avenue  
Richmond, CA 94801

**PERIOD OF PERFORMANCE:**

November 1, 2012 through October 31, 2013  
With two (2) Two-Year Option Periods

Option I: November 1, 2013 – October 31, 2015  
Option II: November 1, 2015 – October 31, 2017

THE FOLLOWING IS PROVIDED FOR THE OFFEROR TO PROPOSE PRICES IN EACH CATEGORY:

MEMBERS	CATEGORY	MONTHLY DUES
All Federal Employees	All Salary Ranges	\$ 27.00
Proposed Government Facility Improvement Account Contribution (GFIA) 15 percent		
Refer to Paragraph 7, "Payment in Lieu of Rent"		

SECTION C  
SCOPE OF WORK

1. Background

\*The General Services Administration, on behalf of the Social Security Administration (SSA), is seeking a professional contractor, herein referred to as the Contractor, to operate the Frank Hagel Federal Building (FHFB) Fitness Center, herein referred to as the Center, located at 1221 Nevin Avenue, Richmond, CA 94802.

2. Scope of Work

The Contractor shall be responsible for staffing, operating, equipment cleaning and maintenance of the Center. Services shall be provided in a manner that provides and promotes comprehensive, individualized, health, fitness and nutrition programs for the membership, consisting mostly of Federal Government employees in the building. The Contractor shall:

- a. Evaluate the health and fitness of all participants.
- b. Stimulate maximum participation.
- c. Provide a broad wellness program and a safe, spacious and positive atmosphere.
- d. Maintain on-going communications with the Government and its designated representative, herein referred to as Representative, who serves as the principal contact regarding management, membership and operation of the Center, as related to the terms and conditions of this contract.
- e. All work performed under the contract shall comply with Section 508 of the Rehabilitation Act, as amended, relative to accessibility.

3. Description of Facilities

The Center occupies approximately 6,625 square feet. The Center contains an aerobics area (1129.94 sf), staff office (289.15 sf), storage room (52.34 sf), men's (538.98 sf) and women's shower/locker (741.71 sf) facilities, and an

extensive area for cardiovascular equipment (3264.74 sf), free weights (450.29 sf), weight room (94.44 sf) and laundry room (63.69 sf). (See Attachment A for a list of equipment).

The population of the Frank Hagel Federal Building is approximately 1,500 Federal employees. As of November 3, 2011 there were 348 Wellness Center members.

Contractor compensation will be based on one hundred per cent (100%) of the membership dues. Therefore, the more dues-paying members, the higher the compensation due to the Contractor.

It is expected that a few of the Center users will be visually impaired or have physical disabilities. Center membership is open to any SSA employee who works in the San Francisco Bay Area; retired SSA employees; employees of any federal agency who work at the FHFB; and employees of contractors working at the FHFB.

#### 4. Hours of Service

a. The Contractor will maintain and operate the Center. The Center is required to be open from 5:45 a.m. until 7:00 p.m. Monday through Friday, excluding Federal holidays. Federal holidays are listed below.

- New Years Day
- Martin Luther King Jr.'s Birthday
- President Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

b. Any request for modifying the hours or days of service (other than emergency building closures) shall be submitted in writing to the Contracting Officer for approval seven (7) days in advance. The Contracting Officer may adjust the hours of operation as necessary to accommodate the needs of the Social Security Administration.

#### 5. Government – Contractor Relationship

Except for the Government responsibilities as specified in Paragraph 14, the Contractor will be responsible for all aspects of managing and operating the Center. The parties recognize that no employer-employee relationship exists.

#### 6 Responsibilities of the Contractor

a. The Contractor shall provide prompt, efficient, and courteous service, avoiding interference with the operation of the building in which services are provided. Licenses and permits shall be obtained as required by all Federal, State and local authorities. All applicable building, health, sanitary, and other laws and regulations shall be observed. The Contractor shall employ sufficient and suitable personnel, secure and maintain insurance, maintain records, submit reports, and observe other license requirements, all as more specifically set forth herein.

b. The Contractor shall pay employees at a rate that is in full compliance with the U.S. Department of Labor Wage Determination No. 2005-2051 (Recreation Occupations) (Attachment H)

c. Reasonable care shall be exercised in the use of space and Government owned equipment. Upon contract termination, the Contractor will yield such space and equipment in as good as condition as when received, except for ordinary wear and tear, damage or destruction beyond the Contractor's control, and damage not due to the Contractor's fault or negligence. All required equipment and supplies not provided by the Government, shall be



provided by and at the expense of the Contractor, who shall replace such equipment and supplies when necessary because of wear, breakage, or obsolescence. Equipment and supplies provided by the Contractor shall be of a quality and of high standards in keeping with that provided by the Government as determined by the Contracting Officer.

d. The Contractor shall maintain the Center in a clean and sanitary manner consistent with all local rules and regulations governing the operation of fitness centers. Maintenance of the Center shall include but not be limited to routine maintenance of the premises and equipment, periodic safety checks on equipment following manufacturer's care specifications. The contractor shall propose procedures for reporting, logging, and tracking equipment. Out-of-service equipment shall be marked, secured, taken out of use, and immediately reported to the Government or its representative for repair as necessary. The Contractor is not responsible for janitorial cleaning other than light daily cleaning. Light cleaning includes cleaning the storage room, empty lockers, dust/wipe and sanitize fitness center equipment. Full janitorial service (pest control, restroom cleaning, floor care, trash removal, Venetian blind & window cleaning) will be provided by the Government.

e. The contractor is required to keep records of SSA Fitness Center members confidential and in a safe and secure location, and to destroy all outdated confidential member information.

f. All costs associated with the operation of the FFC, including, but not limited to, wages, payroll taxes, Supplies, internet service and charges, membership recruitment and incentive programs, employee benefits, workers' compensation insurance and liability insurance will be paid by the Contractor

g. The Contractor, at its own expense, will provide the Government (COR) with monthly Profit and Loss Reports and monthly reports on the Government Facility Improvement Account (GFIA) activity, including current account balance.

h. The Contractor shall provide an end-of-fiscal year Profit & Loss statement. The Contractor shall certify the end-of-fiscal year P&L statements. The end-of-fiscal year financial statement must also include a statement reflecting total activity in the GFIA for the preceding year.

i. The Contractor, at its own expense, shall procure and maintain insurance of the following types and minimum amounts during the entire period of performance under this contract.

(i) Workers' Compensation and Employees' Liability Insurance – amount as specified by applicable statute, but not less than \$1,000,000.

(ii) General Commercial Liability Insurance/Bodily Injury Liability - \$1,000,000 per occurrence. The Contractor shall provide the Government with copies of the above named insurance policies.

(iii) The Government shall be named as an additional insured through a rider on the Contractor's liability insurance policy. Evidence of insurance must be submitted within TEN (10) days after award. Notice to Proceed with the award will only be issued upon receipt of evidence of insurance.

(iv) The contractor shall exercise all usual precautions in accordance with the Occupational Safety and Health Administration (OSHA) regulations governing facilities of this type.

NOTE: The Contractor shall provide complete documentation of any incident involving personal injury or property damage to the CO or COR within one (1) business day of the incident.

#### 7 Payment in Lieu of Rent: Government Facility Improvement Account (GFIA)

Payment in Lieu of Rent The Contractor shall establish and manage a "Government Facility Improvement Account (GFIA). The funds in this account, including interest earned thereon, are to be placed by the Contractor in

an interest bearing account in a federally insured financial institution . Funds must be used in accordance with **Attachment G** only to undertake projects for upgrades and improvements to Government Facilities, as directed by the Contracting Officer or his designee in writing. All expenditures from this account for projects must receive the written approval of the GSA Concessions Officer.

The Contractor's monthly contribution to the GFIA shall be equal to the Allocation Percentage times the annual profits in excess of the Profit Threshold. In its proposal each offeror shall propose the level of profit (as a percentage of gross revenues) which the offeror determines to be fair and reasonable (the Profit Threshold) and the percentage of profits in excess of the Profit Threshold which will be paid into the GFIA (the Allocation Percentage). This financial consideration shall be one of the criteria upon which the Government will base the selection of the Contractor.

Projects paid for from the GFIA will not include required, operational expenses or housekeeping activities, as these requisite actions remain the contractor's original contractual responsibility. Nothing in this Section shall lessen the responsibility of the Contractor to carry out the operation of Government Facilities as otherwise required by this contract from Contractor funds exclusive of funds contained in the Government Facility Improvement Account. The Contractor shall have no ownership; possessory interest, or other interest in improvements made from funds from the GFIA.

Advances or credits to the GFIA by the Contractor are not permitted. Projects will be carried out by the Contractor as the Concessions Officer, Contracting Officer's Representative and/or Contracting Officer shall direct in writing in advance of any expenditure being made. For all expenditures made for each project from GFIA funds, the Contractor shall maintain auditable records including invoices, billings, canceled checks, and other documentation satisfactory to the CO.

The Contractor, the GSA Regional Concessions Officer and the COR, or their designees are to identify potential needs for additional equipment or other items that would support and enhance Wellness Center operation. The Contractor shall request written approval from the CO

#### 8. Inventory Maintenance

The contractor is responsible for all Government-furnished equipment, and shall maintain the equipment in good working order, subject to 14D. In the event that the Government-furnished equipment is damaged due to contractor misuse or negligence, the contractor is responsible for the cost of repair or replacement of the equipment.

The Contractor and COR shall jointly prepare a list of Government-furnished equipment and supplies within ten (10) days of contract start. The contractor shall provide the COR an inventory of equipment & supplies in the Fitness Center on a quarterly basis. Fifteen (15) days before contract end, the Government-furnished equipment will be jointly inventoried and agreed upon as satisfactory.

Upon termination of the contract, the Contractor shall relinquish all Government-furnished equipment. Any services in the Contractor's name (telephone, Internet, etc.) must be cancelled immediately.

#### 9. Basic Services

The Contractor is required to provide basic services in the operation of the Center. These services include, but are not limited to:

a. Calendar of Events: The Contractor will develop, present and maintain a monthly calendar of events. After having been reviewed by the COR, the calendar of events will be posted in the Center lobby

b. Group Exercise Classes: The Contractor will provide a minimum of 10 aerobic classes per week, covering the full range of exercise classes. The Group Exercise classes shall be forty-five (45) to sixty (60) minutes in length. The Government proposes that the related Group Exercise classes (including, but not limited to Step Toning, Low-Impact, Conditioning, Spinning, Funk, Sports Specific, Boxing, Resistance Ball, Basic Pilates, Basic

Yoga, and etc.) be included in membership fees. SSA requires that Group Exercise instructors to be nationally certified by one of the following:

- American College of Sports Medicine (ACSM)
- Aerobics and Fitness Association of America (AFAA)
- America Aerobic Association International (AAAI)
- America Council on Exercise (ACE)

The contractor will propose method of ensuring that Group Exercise instructors are adequately certified.

c. **Weight Training:** The Contractor will develop and provide weight-training programs for individuals and groups of members upon their request. Weight training programs will be developed within the limitations of available equipment at no additional cost to the members.

d. **Health Related Programs:** The Contractor will develop personalized employee programs and promote other health related activities, e.g., walking to encourage health and fitness.

e. **Incentive Program:** The Contractor will develop, market and promote the Center through media such as flyers and a newsletter. The Contractor is encouraged to develop other promotional approaches as well, in order to promote and encourage health and fitness. The Contractor will present a draft of any such material to the COR for review prior to distribution.

f. **Orientation Sessions:** The Contractor will conduct employee walk-through's of the Center; provide handouts describing the facilities, equipment, and services; and orient members to the safe usage of equipment and weights.

g. **Suggestion Program:** The Contractor shall evaluate all suggestions and requests made by Center members regarding changes or additions to the services provided, and make recommendations to the Government. The Contractor is expected to recognize and evaluate fitness trends and to incorporate new programs in its offerings.

h. **Emergency Procedures:** The Contractor shall guarantee that it has developed emergency procedures to care for individuals requiring medical attention as a result of participation in the Center. Government review and approval is required before implementation. There is a Nurse(s) in the Health Unit available in the building 8:00 a.m. until 4:30 p.m. to assist with emergencies.

i. **First Aid:** Contractor is responsible for maintaining and replenishing a First Aid Kit.

j. **Reports:** The Contractor will maintain a check-in and membership accounting system to be used by all Fitness Center members. Statistics will be compiled at the end of each month detailing the use of the Center. Such statistics shall include, but not be limited to: peak hours of usage, degree of participation in offered group exercise classes, and noted trends. Within three working days of the end of each month, the Contractor will submit a written report containing statistics of the members' use to the COR.

k. The contractor shall maintain and provide a comprehensive automated health tracking check-in and membership accounting system **at no cost to the Government.** The contractor will be responsible in providing training for staff in operating the system at **no cost to the Government.** The automated health tracking program will be part of the contractor's administrative function. **The health tracking and membership system must have the following features to support SSA's reporting requirements and be approved by the COR prior to being implemented.**

- Tracking of Memberships
- Video Books/DVDs for members to use/borrow, with automated check-out management system.
- Equipment Inventory Management

- Activity Scheduler to manage guest memberships, fitness activities, class registration, weight management, consultation appointments, etc.
- Locker Management
- Online Member Services and Communications
- Billing System and Secure Online Payment Processing
- Photo I.D. Membership Card
- Automated Reporting

Within 30 days of contract award, the Contractor must provide complete information on the automated health tracking check in and membership accounting system to the COR for approval.

1. The contractor shall make recommendations to the Government regarding functional, efficient, and state of the art fitness equipment to consider for purchase as needed, considering available space, safety, market availability and member interests.

#### 10. Maintenance of Equipment:

Except as provided otherwise herein, the Contractor shall dust, wipe, and clean to continuously maintain in a satisfactory condition, all equipment used under this contract, regardless of whether provided by the Government or by the Contractor.

- **The Contractor is responsible for basic equipment maintenance on weight training equipment and aerobic equipment as outlined in Attachment B.**
- The Government to provide a preventive maintenance agreement with a qualified vendor to perform maintenance on all Government-owned equipment, as well as on all equipment provided by the Contractor.
- The Contractor shall report to the Government any potential need of repairs of the equipment.

#### 11. Membership Application Process

a. The Contractor will counsel each applicant for membership regarding his/her current fitness status and will offer individualized exercise guidelines. The Contractor is also responsible for assuring that each of the following four steps of the application process has been completed before a member begins to use the Center:

(i) Medical Clearance. Contractor may develop a Medical Clearance Form/Health History Questionnaire as coordinated with the Government or its Representative after contract award (refer to Attachment C for an example).

(ii) The contractor shall include the following statement in the informed Consent and Release form to protect the agency. **"I hereby release and hold harmless the Frank Hagel Federal Building Fitness Center and vendor, its agents, employees, and independent contractors from any and all liability, damage, expense, causes of action, suits, claims or judgments, arising from injury, damage or loss, or claims of injury, damage or loss to me or my personal property which may arise out of my use of the Frank Hagel Federal Building Fitness Center facilities and/or their independent contractors. This release does not apply to acts of gross negligence performed by employees and/or contractors of the vendor resulting in direct injury to me".**

(iii) Physical Assessment. Contractor may develop a Physical Assessment Form as coordinated with the Government or its Representative after contract award,

(iv) Government Participation and Release Agreement. Contractor may develop a Contractor/Employee Release Form as coordinated with the Government or its Representative after contract award,

(v) Orientation.

(a) The Contractor is responsible to ensure that all users have completed all phases of the application process.

(b) Physical reassessments must be performed every 6 months on all members who request them. This reassessment should be encouraged and marketed by the Contractor. Revised exercise plans are to be developed based on the outcome of the reassessment.

(c) Interaction and feedback on members' progress, limitations and techniques will be given on a daily basis (as needed) as members are observed in various stages of exercise.

(d) All information collected by the Contractor, such as medical records and other private information will be kept confidential. The Privacy Act of 1974, Public Law 93-282 (section 122 and 303), and other regulations, prohibit disclosure of this information without prior consent. Paper records will be locked in file cabinets or in a locked space during non-office hours. Any information stored in a computer system will be properly secured, i.e., data storage devices will be maintained in locked containers. If information is on the hard drive, the area will be locked during non-office hours.

## 12. Equipment and Supplies Provided by the Contractor

All required equipment and supplies not provided by the Government under the provisions of "Responsibilities of the Government" (Paragraph 14) shall be provided by the Contractor, who shall replace such equipment and supplies when necessary because of loss, wear, breakage or obsolescence. Equipment and supplies provided by the Contractor shall be of a quality in keeping with that provided by the Government as determined by the Government's Representative.

a. The Contractor shall supply disinfectant wipes or alternative solutions for members to use to wipe down equipment after use.

## 13. Personnel and Supervision

a. Staffing: The Contractor will provide a Center Manager meeting the qualifications outlined in paragraph 12b below. A staff member is required to be in the Center during all hours of operation. The contractor will staff the Fitness Center with minimum of two (2) employees with at least one staff member on duty at all times during Fitness Center operating hours are between 5:45 a.m. and 7:00 p.m. Contractor must be able to provide backup/substitute staff when regular staff is unavailable. Contractor is required to increase staffing to accommodate membership increases, special programs, activities, etc. The contractor shall provide necessary security clearance forms for a background check for new staff member prior to start of work per Homeland Security Presidential Directive-12 (HSPD) requirement. (See Section H)

b. Staff Qualifications:

(i) Experience and education must clearly demonstrate competencies as a health professional with requisite knowledge and skills associated with: administering preventive exercise programs, educating program participants, designing and implementing an exercise program, organizing/operating fitness facilities, and marketing. Staff must be able to work with a minimum of guidance on a day-to day basis. Must be "self-starters" with proven developmental abilities.

(ii) Management skills must include: Supervision of health, physical fitness programs; scheduling and conducting health and fitness intervention programs. Leadership and excellent communication skills must have been demonstrated in previous experience. While on Government premises, the Contractor shall comply with the rules, regulations, and procedures governing the conduct of personnel and the operation of this facility.

(iii) Staff must show a clear understanding of all aspects of health/fitness assessment techniques and procedures. Staff must have a thorough understanding of all aspects of physical conditioning programs, including cardiovascular training, strength training, flexibility training etc.

c. Minimum requirements are as follows:

(i) An undergraduate degree in a health/fitness related field or substantially equivalent work experience, and should be knowledgeable in the areas of exercise science, programming and operation. All employees must have a current Red Cross or American Heart Association AED and CPR certification, and have completed first aid training. Employees are also required to attend, at no cost to the contractor, quarterly AED training sessions provided by the Frank Hagel Federal Building nursing staff.

It is preferred, but not required, that fitness trainers possess a bachelor's degree in the health and fitness fields and/or have experience working in the health and fitness area, unless they are certified by one of the following:

- American College of Sports Medicine (ACSM)
- National Strength and Conditioning Association (NSCA)
- National Strengthening Professional Association (NSTA)

In addition, the contractor must have and maintain one or more current nationally recognized certification from organizations such as the following but not limited to:

1. American Council on Exercise (ACE)
2. Aerobics and Fitness Association of America (AFAA)
3. National Academy of Sports Medicine (NASM)

For the duration of the contract, personnel must keep current in his/her professional field as demonstrated by completion of continuing education courses.

Personnel must be able to fluently speak, read, and write the English language.

The Contractor shall establish written policies as necessary for staff and members' guidance and instruction.

a. The Contractor shall collect all membership fees and other monies (e.g. registration fees, special class fees, locker fees etc.) necessary for the operation of the Center.

Should this contract be terminated for any reason, overpaid membership dues from the members must be refunded by the contractor.

b. The Contractor represents and warrants that all of its employees and subcontractors who perform services under this contract are United States citizens, or are otherwise legally authorized to work in the United States.

c. The Contractor acknowledges that the Frank Hagel Federal Building is a secure facility, and that all Center employees shall be required to obtain a background check/security clearance prior to beginning work. Contractor staff members will not be allowed to work in the Center without the approval of the Government. **There are no exceptions to the requirement for obtaining security clearances prior to working (See Section H).**

d. All Contractor staff assigned to the FFC shall be required, upon request of the Government or its Representative, to provide proof of current fitness and first aid certifications.

#### 14. Rights and Responsibilities of the Government

a. The membership fees shall be fixed at initial contract award. Any changes to the membership fees must be requested in writing to the Contracting Officer for written approval after initial award of the contract. Requests for

increased membership fees must be supported by a written justification for the increase. Once written approval is received from the Contracting Officer, a notice advising members of the increase in fees must be posted for 30 days prior to the increase taking effect.

b. Membership: Eligibility, types of available memberships, and terms of membership may be created or modified by the Government at any time, in writing.

c. The Government agrees to grant to the Contractor for the stipulated period, subject to the agreement and conditions herein, the right to establish, manage and operate the Fitness Center at 1221 Nevin Avenue, Richmond, California 94801.

d. The Government is responsible for providing preventive maintenance covering all facility equipment, including exercise equipment whether owned or leased. The Government is also responsible for all major repairs of exercise and office equipment owned or leased by the Government, as needed.

e. At the beginning of the contract period, the Government will provide space for operations under the contract as indicated, and thereafter, such space as it may deem necessary or desirable. It will, as it deems advisable, provide space heating, space lighting, ventilation, utilities and an integrated pest management program. In addition, it will:

(i) Make such improvements and alterations as it may deem necessary or desirable to prepare or recondition assigned space for its intended purpose, including improvements and alterations necessary to conform to applicable sanitary requirements.

(ii) Maintain and repair the building structure in areas assigned for the operator's use, including painting and redecoration, the maintenance of gas, garbage, extermination services, water, steam, sewer, and electrical lines, ventilation, electrical lighting fixtures (including relamping), floors and floor coverings, and walls and ceilings. The Contractor shall, however, bear the expenses of repairs necessary because of negligence on the part of the Contractor or the Contractor's employees.

(iii) At its own expense, the Government shall provide, and permit the Contractor to use the equipment listed (See Attachment A), and additional equipment of a similar type when required for expansion.

**SECTION D  
PACKING AND MARKING**

**D.1 PAYMENT OF POSTAGE AND FEES**

The Contractor shall pay for all postage and fees related to submitting information, including forms, reports, etc., to the Contracting Officer or the Contracting Officer's Representative.

**D.2 MARKING**

All information submitted to the Contracting Officer or the Contracting Officer's Representative shall clearly indicate the Contract Number of the contract for which the information is being submitted.

**SECTION E  
INSPECTION AND ACCEPTANCE**

**E.1 INSPECTIONS**

1. Facilities operated under the contract could be inspected periodically by representatives of the Government and, when circumstances warrant, by representatives of local health departments. After each inspection, the Contractor will be advised of any unsatisfactory conditions for which he/she is responsible. The Contractor shall correct deficiencies reported in a timely manner as specified in the inspection reports or provide written justification for an extension of not more than one (1) full day.
2. The Government shall have the right at any time to send its representative into areas assigned for the Contractor's use, for inspection or other purposes approved by the CO , Representative or Concession Officer.
3. Contractor performance will be evaluated by, but shall not be limited to, the following:
  - A. Compliance to contract requirements
  - B. Member comments
  - C. Timeliness and quality of written submittals
  - D. Responsiveness to Government's requests
  - E. Periodic physical inspections of the facilities

**E.2 GOVERNMENT PERSONNEL**

1. **Contracting Officer.** The Contracting Officer (CO) has the overall responsibility for administration of this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to authorized representatives.
2. **Contracting Officer's Representative.** The Contracting Officer's Representative (COR) is designated by the CO to assist in the discharge of the CO's responsibilities when the CO is unable to be directly in touch with the contract work. The responsibilities of the COR include, but are not limited to, determining the adequacy of performance of the Contractor in accordance with the terms and conditions of this contract; acting as the Government's representative in charge of work at the site; ensuring compliance with contract requirements insofar as the work is concerned; and advising the CO of any factors which may cause delay in performance of work.
3. **The designated Primary Contracting Officer's Representative (COR) for this contract is Yolanda Patton, SSA, Hagel Building Facilities Team. The Alternate COR is Evan Evans, SSA, Hagel Building Facilities Team.**



**SECTION F  
DELIVERIES OR PERFORMANCE**

**F.1 PLACE OF PERFORMANCE**

The services to be provided under this contract shall be accomplished at:

Frank Hagel Federal Building  
1221 Nevin Avenue  
Richmond, CA 94801

**F.2 TERM OF CONTRACT**

After award, the successful Contractor will be given a written notice to proceed and shall provide contractual services for a **one (1) year period, with two 2-year Option Periods**, commencing on the date specified in the notice to proceed. Work under this contract is expected to commence on or about **November 1, 2012**.

The Contracting Officer will notify the Contractor as to the time and place when the Pre-Work/Performance meeting will take place. This meeting will allow the Contracting Officer or his/her designee an opportunity to review the information with the contract manager.

**F.4 TERMINATION**

The Government reserves the right to terminate the contract under the Termination for Convenience clause found in Part II at any time. Failure to provide services not in accordance to the terms and conditions herein could result in a Termination for Cause (Part II).

**SECTION G  
CONTRACT ADMINISTRATION**

**1. SUSPENSION OF WORK**

In the event services are not provided or required by the Government because the building(s) is closed due to inclement weather, under construction, unanticipated holidays declared by the President, failure of the Congress to appropriate funds, etc., the contractor will be notified as soon as possible.

## **H.1. SECURITY REQUIREMENTS AND PERSONAL IDENTITY VERIFICATION PROCEDURES (NON-CLASSIFIED CONTRACT)**

Clarification of Notice to Proceed – “Notice to Proceed (NTP)” is the authorization for Contractor employee(s) to access GSA controlled space and to start work after meeting the Government’s clearance and acceptance procedures.

### ***H.1.1. General***

The Contractor shall comply with directions provided by the Contracting Officer (CO) regarding all security requirements. All contract employees shall receive a favorable suitability determination, security clearance, and/or meet all security requirements, prior to reporting to work or performing work under this contract. Employees that can not obtain a favorable security determination, security clearance, or meet security requirements, will not be allowed to work in the Government building.

If the Contracting Officer or his/her representative receives an unfavorable or unsuitable report on any employee, or if the Contracting Officer's Representative finds a prospective employee to be unsuitable or unfit for his/her assigned duties, the Contractor shall be advised immediately that such employee will not be allowed to work or be assigned to work under the contract.

The Government has full and complete control over granting, denying, withholding or terminating clearances for employees. The Government may authorize and grant temporary clearance to employees of the Contractor. However, the granting of a temporary clearance shall not be considered, as assurance that full clearance will follow. The granting of either temporary or full clearance shall not prevent, preclude, or bar the withdrawal or termination of any such clearance by the Government.

### ***H.1.2 Homeland Security Presidential Directive (HSPD)-12***

A. HSPD-12 is the “Policy for a Common Identification Standard for Federal Employees and Contractors” (the Directive) and became effective August 27, 2004. The Directive requires all Federal governmental departments and agencies to conduct background investigations and adjudicate the results (HSPD-12 compliant suitability determinations) for all contract employees requiring routine unescorted access to Federally-controlled facilities and/or information systems for more than 6 months before identification cards will be issued.

Contract employees working less than 6 months will be considered “temporary” and all facility access control procedures will apply. Temporary contract employees shall be escorted at all times while in non public space.

The Contractor shall comply with guidance concerning implementation of this Directive as provided herein and by the Contracting Officer (CO).

B. The Government may, as it deems appropriate, authorize and grant temporary suitability determinations to employees of the Contractor. However, the granting of a temporary suitability determination to any such employee shall not be considered as assurance that a favorable suitability determination will follow as a result or condition thereof and the granting of either temporary or full determination shall in no way prevent, preclude or bar the withdrawal or termination of any such determination by the Government.

C. Depending on the contract and work, a full Notice-to Proceed shall be issued after the initial favorable preliminary suitable clearance process is completed for those required to work on the contract OR partial Notice-To-Proceed shall be issued as the favorable preliminary suitable clearance process is completed for phases of work under the contract in or on the Federally-controlled facility. Contract workers may be added throughout the performance period required by the contract, but must complete the clearance process prior to working in or on the Federally-controlled facility.

#### ***H.1.3 Personal Verification of Contractor Personnel***

The contractor shall comply with agency personal identity verification procedures that implement Homeland Security Presidential Directive-12 (HSPD-12) as required by the clause of this contract FAR 52.204-9 and all other security and clearance requirements provided herein and by the Contracting Officer (CO).

#### ***H.1.4 GSAM 552.237-71 Qualifications of Employees (May 1989)***

The Contracting Officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property.

The Contractor shall fill out and cause each of his employees on the contract work to fill out, for submission to the Government, such forms, as may be necessary for security or other reasons.

Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card, Form I-151. The employee may also present other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

#### ***H.1.5. Required Information Submissions***

Unless otherwise specified, the Contractor shall submit the information required below to the Government, as directed by the CO, as soon as possible after contract award (but not later than 14 calendar days before contract start date) for all personnel. The following information will be submitted to the Government for all new or replacement personnel not later than 14 calendar days before beginning contract work. The CO will advise the Contractor on where this information will be submitted.

A. All contract employees (including contract employees, subcontract employees, and officers of the firm) requiring unescorted access to federally controlled facilities and/or information systems for more than 6 months, and/or who may visit the work site during the period of this contract who need unescorted access shall submit the following:

1. One copy of the FPS "Contractor Information Sheet" which will be provided to the Contractor at time of award. The Contractor shall complete the Contractor and Contractor Applicant Information Sections as directed by the Government.
2. One original copy of completed SF 85P with original signature, Questionnaire for Public Trust Positions, with SF 86A, Continuation Sheet. The medical release form attached to the back of the 85P form is not required to be completed for NACI and NACIC background investigations. The SF-85P and 86A are available for download at <http://www.gsa.gov/formslibrary>. Alternatively, contractors may be required to submit this information electronically through a web-based network (i.e. e-QIP).
3. Two original completed FD-258, Fingerprint Cards. The Government will furnish blank forms upon request.
4. INCLUDE FOR IT CONTRACT EMPLOYEES ONLY - THOSE MAINTAINING OR WORKING ON GSA IT SYSTEMS/APPLICATIONS - One original GSA Form 3665, Credit Authorization Release.

B. "Temporary" contract employees (including contract employees, subcontract employees, and officers of the firm) requiring unescorted access to federally controlled facilities for less than 6 months, or other "Temporary" contract employees as designated by the CO, who may visit the work site during the period of this contract who need unescorted access shall submit the following:

1. One copy of a FPS "Contractor Information Sheet" which will be provided to the Contractor at time of award. The Contractor shall complete the Contractor and Contractor Applicant Information Sections as directed by the Government.

2. One original copy of completed "Statement of Personal History" (FPS 176T or other prescribed form) which will be provided to the Contractor at time of award.

3. Two original completed FD-258, Fingerprint Cards. The Government will furnish blank forms upon request.

The Contractor shall furnish the required information to the Government, as specified by the CO, in a sealed envelope together with a transmittal letter on company letterhead for each applicant. The transmittal letter shall be attached to the outside of the envelope and list the following:

A. The Contractor Applicant's full name;

B. The contract number and if applicable, the order number;

C. The Contracting Officer's name;

D. The Contracting Officer's Representative (COR) or Contracting Officer's Technical Representative (COTR) name;

E. The Prime Contractor name, address, and telephone number;

F. If applicable, the subcontractor, name, address and telephone number; and

G. The name, address, and title of the Contractor representative submitting the security packet.

#### ***H.1.6. General Description of the Clearance Process***

##### ***H.1.6.1. Name Check and Fingerprint Check***

Upon receipt of the sealed envelope containing the required forms, the Government will forward each clearance package to the clearance processing office for initial processing. A preliminary review will be conducted of various national criminal and security data files. If these checks are favorable the Contractor employee may be granted limited access to Federally-controlled facilities and Federal information systems with a preliminary favorable suitability determination. This process takes approximately 3 to 10 business days but could take longer.

For Contractor employees who receive a favorable preliminary check as described above, and depending on the location and type of work to be performed, a more detailed agency check may also be initiated. The check may include record searches with selected sources covering specific areas of the employee's background, including credit, and written inquiries covering specific areas of the employee's background.

##### ***H.1.6.2. Issuance of Identification Credential***

Upon receipt of favorable suitability determination, each contract employee may be issued a 5-year identification credential in accordance with the federally-controlled facility procedures and, if applicable, be granted access to those Federal information systems necessary to accomplish the contract. A temporary ID may be issued after a preliminary favorable suitability determination. The Contractor shall ensure that all contract employees display their credentials in accordance with facility procedures. The Contractor shall also ensure that such credentials are returned to the government as contract employees are dismissed, terminated, or upon expiration of the contract. The Contractor will be assessed a fee for each identification credential that is lost or otherwise not returned.

##### ***H.1.6.3. Unsuitable Employees***

If the Government receives an unsuitable report on any prospective Contractor employee, or if the Government finds a prospective Contractor employee to be otherwise unsuitable or unfit for his assigned duties, the Contractor shall be advised immediately by the CO that such employee will not be allowed to work under this contract. The Contractor must then take action immediately to relieve the employee of all duties and responsibilities related to this contract and return his Identification Credentials, if such credentials were issued. The contractor will not be compensated for such actions. Unsuitable contract employees may be escorted off Federal property by DHS/ICE/FPS or other law enforcement entities depending on the reason for the unsuitable determination.

##### ***H.1.6.4. Site-Specific Requirements***

Specific federally-controlled facilities or those areas located within a given facility may have additional security clearance requirements in addition to those cited above. These will be specified by the Government through the CO or designated representative.

#### ***H.1.6.5. Prior Clearances and the Re-Clearance Process***

All contract employees are required to be cleared every 5 years and favorable contract employee background investigations are good for 5 years. If anytime during a 5 year period, a cleared contract employee is to work on a different contract that they were previously cleared to work on, then the original clearance notices must be submitted by the CO or his representative to DHS/ICE/FPS to update contract and clearance information. During the 5 year period, unless specifically requested to do so by the CO or designated representative, no further forms or information will be required from the contractor. However, if threat levels or security conditions change during the cleared period, access and clearance requirements may change with limited advanced notice which may require previously cleared Contractor employees to have clearances updated, renewed, or reprocessed.

#### ***H.1.7. Tenant Agency Security Requirements***

The Contractor shall comply with all GSA security requirements herein and also those of tenant agencies in the building where work is being performed (agency space) which must be accessed in the performance of work. The Contractor shall be responsible for coordinating with tenant agencies and providing all information required of him/her or his/her employees for performance of work in, or around, the agency's space. All tenant security requirements must be met, or employees cleared by the agency, prior to the Contractor performing work in, or around, the agency's space. Employees that do not meet security requirements or clearance requirements will not be allowed to work in, or around, the tenant agency space. Certain agencies will require that employees be escorted and/or that work only be performed during normal duty hours of the tenant agency.

When a controlled personnel identification system is used by a tenant agency at a site where work is performed, the tenant agency will provide the identification. Each employee of the Contractor must have in his/her possession while on the premises the identification issued by the Government agency. The identification shall be displayed at all times or as required by the agency. The Contractor shall insure that all Government identifications are returned to the issuing agency when employees are terminated or upon expiration of the contract.

### ***H.2. IDENTIFICATION CREDENTIAL***

A. Upon receipt of favorable suitability determination as indicated herein, each employee of the Contractor will be issued an identification credential. At all times while working on the contract a Contractor employee, including subcontractor employees, must have in his/her possession the specific Government identification credential issued to them by the Government. The identification credential shall be displayed and be visible at all times while on Government property. The COR, GSA personnel designated by him/her, Government law enforcement, or security personnel shall periodically verify passes of Contractor employees with their personnel identification. Contractor employees shall comply with security verification procedures at all times.

B. The Contractor shall see that every contract employee has a Government issued identification credential before the employee enters on duty. As required by the Government, the Contractor shall make his employees available for photo identification badges, on a schedule to be worked out with the Contracting Officer's Representative. The Government will make the identification credentials badges after a favorable security determination has been received for the Contractor's employees. Each identification credential shall have an expiration date and Contractor employees shall sign each badge at the time of photographing.

C. The Contractor shall be responsible for ensuring that all identification credentials are returned to the Contracting Officer's Representative as his employees leave the contract (contract is completed, employees leave employment of the company, employees are dismissed or terminated). The Contractor will notify the Contracting Officer's Representative when employee badges are lost.

D. The Contractor will be responsible for paying the Government for replacement credentials at the current cost per badge.

### ***H.3. ESCORT REQUIREMENTS***

It may be necessary to escort temporary contract employees that do not have favorable preliminary or final suitability determinations and must work in Federally-controlled space. In those cases, ALL uncleared contract employees must be escorted in non-public space by a Government employee or another responsible cleared contract employee that is approved by the Contracting Officer or his/her designee. Other Government agencies may have specific agency

security requirements for their own space that may only allow escort by Government employees or those designated by their agency. Government employees or approved cleared contract employees that provide escorts for uncleared contract employees must always be in close proximity and eyesight of the uncleared contract employee. The contract escort must watch uncleared employees and remain with uncleared contract employees for the entire time they are in the building and/or Federally-controlled space. An uncleared employee can not be left alone or out of eyesight at anytime they are in non-public space. A cleared and approved escort may not bring several uncleared contract employees, into Federally-controlled space, that are not within close proximity or eyesight at all times. A cleared and approved escort may not have multiple uncleared employees in non-public space on different parts of one floor or different floors at the same time. Any security violation of escort requirements by a cleared and approved contract employee will result in immediate removal from the contract of all contract employees involved, i.e., escorts and uncleared escorted contract employees. Also, violations of escort requirements by contract employees in accordance with security requirements may be grounds for termination of the contract.

#### ***H.4. STANDARDS OF CONDUCT***

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Contractor is responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized. Each employee is expected to adhere to standards of behavior that reflect favorably on his/her employer, and the Federal Government. No smoking is allowed in the building.

#### ***H.5. REMOVAL FROM CONTRACT WORK***

Under the following conditions, the Contracting Officer or his/her representative may request the Contractor to immediately remove any employee(s) from the work site. When the Government determines such employee to be: incompetent, careless, insubordinate, unsuitable or otherwise objectionable; or whose continued employment the Government deems contrary to the public interest, inconsistent with the best interests of security, or is identified as a potential threat to the health, safety, security, general well being or operational mission of the facility and its population.

The Contracting Officer may also request the Contractor to immediately remove any employee(s) from the work site(s) should it be determined that individuals are being assigned to duty who have been disqualified for either suitability or security reasons, or who are found to be unfit for performing duties during their tour(s) of duty.

Contractor employees who are removed from contract work shall be required to leave the work site immediately.

The Contractor must comply with any removal request. For clarification, a determination to remove an employee will be made for, but is not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:

- A. Failure to receive a suitability determination, temporary clearance, or clearance from GSA or a tenant agency.
- B. Violation of Federal, State, or local law.
- C. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3. This includes the carrying or possession of explosives, or items intended to be used to fabricate an explosive or incendiary device.
- D. Neglect of duty, including sleeping while on duty, unreasonable delays, or failure to carry out assigned tasks, conducting personal affairs during official time, refusing to render assistance, or cooperate in upholding the integrity of the security program at the work site.
- E. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- F. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, fighting, or participation in disruptive activities, which interferes with the normal efficient operations of the Government.
- G. Theft, vandalism, immoral conduct, or any other criminal actions.
- H. Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects while in or on Federally-controlled property.
- I. Improper use of Government identification.

J. Unauthorized use of communication equipment on Government property.

K. Violation of security procedures or regulations.

L. Violation of Title 18, U.S.C., Section 930, which prohibits the knowing possession or the causing to be present of firearms or other dangerous weapons in Federal facilities and Court facilities.

The Contracting Officer will make all determinations regarding the removal of any employee(s) from work site(s), except under certain conditions. When a Contracting Officer is not available, either during the day or after hours, or in situations where a delay would not be in the best interest of the Government or is identified as a potential threat to the health, safety, security, general well being or operational mission of the facility and its population, the Contracting Officer's Representative will have the authority to immediately remove the contract employee from the work site.

Law enforcement officers of the DHS/ICE/Federal Protective Service will have the authority to immediately remove any contract employee from the work site who is found to be in violation of any of the items mentioned above and where a delay in removal would not be in the best interest of the Government, security, or is identified as a potential threat to the health, safety, security, general well being or operational mission of the facility and its population. The Contracting Officer will be notified as soon after the incident as practical or at the beginning of the next business day if an action happened after hours. The Contracting Officer will make all official notifications to the Contractor. In the event of a dispute, the Contracting Officer will make a final determination. Specific reasons for removal of an employee(s) will be provided to the Contractor in writing.

The Contractor is responsible for providing replacement employees in cases where contract employees are removed from working at the work site or on the contract.

#### ***H.6. SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION***

A. GSA Contractors that do not have HSPD-12 compliant clearances can not obtain Sensitive But Unclassified (SBU) information (Privacy Act data, building information, and financial information) through GSA's IT systems.

B. Contractors and prospective bidders with a need to know, that do not have HSPD-12 clearances and access rights to GSA IT systems, can be provided SBU building information, drawings, etc., in accordance with GSA Order 3490.1 that provides for the dissemination of paper and electronic SBU building information for all Federally-controlled space (owned, leased and delegated).

C. SBU information includes but is not limited to:

1. Paper and/or electronic documentation of the physical facility information
2. Building designs (such as floor plans)
3. Construction and renovation/alteration plans and specifications
4. Equipment plans and locations
5. Building operating plans
6. Information used for building service contracts and/or contract guard services

For all GSA controlled facilities, any other information considered a security risk, shall be considered covered under this category.

D. All SBU building information, either in electronic or paper formats, shall have specific imprinting on each page to designate it is Government property and indicate the prohibition of copying, dissemination, and distribution

E. Contractors authorized to receive SBU information shall provide the following identification:

1. A copy of a valid business license
2. Verification of a valid DUNS Number
3. A Valid IRS Tax ID Number
4. A Valid picture state driver's license

F. Contractors shall sign a Document Security Notice when they receive the information.

G. Contractors shall be responsible for safeguarding SBU information. At the completion of work, secondary and other disseminators shall be required to turn over their Document Security Notice dissemination records to GSA to be kept with the permanent files.

H. Authorized contract users shall destroy all SBU information and documents when no longer needed. Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CD's, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using permanent erase utility or similar software.

I. All authorized contract users of SBU building information shall notify the GSA Disseminator in writing that they have properly disposed of the SBU building information/documents.

J. The GSA Disseminator shall maintain all records of SBU building information disposal (along with the signed Document Security Notices) pursuant to the GSA system of keeping long-term records and plans. All Document Security Notices and Records of Disposals shall be kept with the permanent files.

## **H.7. CAMERA/VIDEO DEVICES**

All Contract employees are prohibited while working in agency space from carrying any camera/video device (e.g. camera cell phones). If there is a requirement for use of such a device in agency space, it shall be requested and coordinated through the Contracting Officers Representative (COR).

## **H.8. CONTRACTOR RESPONSIBILITIES**

A. Supervisors: The contractor or one of his/her supervisors shall be available at all times, when the contract work is in progress, to receive notices, reports, or requests from the contracting officer or his/her representative.

B. Miscellaneous Requirements:

(1) Lights shall be used only in areas where, and at the time when work is actually being performed.

(2) Participate in building fire and emergency preparedness drills.

(3) Report fires, hazardous conditions, and items in need of repair; e.g. inoperative lights, broken windows or doors, torn carpets, leaking sinks, urinals or commodes, dead trees or shrubs, etc., to the Contracting Officer's Representative.

(4) Notify the guard or Federal Protective Officer on duty when unauthorized or suspicious person(s) are seen on premises.

## **H.9. LIST OF ITEMS FURNISHED BY THE GOVERNMENT:**

A. Access to the building space shall be coordinated with the Representative. The Representative will inform the Contractor of any restrictions or areas requiring special scheduling.

B. Electrical power at existing outlets for the contractor to operate equipment which is necessary in the conduct of its work.

C. Hot and cold water as necessary, limited to the normal supply provided in the building. No special heating or cooling of the water will be provided.

D. Space in the building for the storage of an inventory of supplies and equipment which will be used in the performance of work under the contract. The contractor shall maintain this space in a clean, neat and orderly condition. Under no circumstances will the contractor store flammable or explosive liquids (naphtha, gasoline, etc.) in the building. The Government will not be responsible in any way for damage or loss to the contractor's stored supplies, materials, replacement parts, or equipment.

E. Heating and air conditioning of space will be provided during the official working hours of the building, which are 6:00 a.m. to 6:00 p.m.

## **H.10. ORDINANCES, TAXES, PERMITS AND LICENSES**



Without additional expense to the Government, the contractor shall fully comply with: (a) all local, city, state and federal laws, regulations and ordinances, (b) be liable for all applicable federal, state and local taxes and (c) obtain and pay for all permits and licenses governing performance under the contract.

#### **H.11. OTHER CONTRACTORS**

The Government may undertake or award other contracts for additional work, and the contractor shall fully cooperate with such other contractors and/or Government employees. The contractor shall carefully schedule his own work, in conjunction with the additional work, as may be directed by the Contracting Officer's Representative. In addition, the Contractor shall not commit or permit any act which will interfere with the performance or work by another contractor, or by Government employees.

#### **H.12. DISCREPANCY IN THE SPECIFICATIONS**

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer without whose decision said discrepancy shall not be adjusted by the contractor. Any adjustment made by the Contractor without a decision by the Contracting Officer shall be only at the Contractor's own risk and expense. The decision of the Contracting Officer as to the proper interpretation of the specifications shall be final and conclusive on the parties hereto subject only to appeal as provided in the "Disputes" clause of this contract. When there is any conflict between the various printed forms and other written terms, conditions, supplements, etc., the latter will govern.

#### **H.13. SUBMITTALS**

##### **CONTRACTOR'S REPRESENTATIVE:**

Five days before the contract start date, the contractor shall submit to the Contracting Officer a written notice designating a representative at the site of the building to whom all notices issued by the Government may be delivered or mailed, including notices required under the contract for nonperformance of work, deficiencies in work performed or for failure to furnish the required man-hours. The CO or COR must approve a replacement Contractor's designee.

Five days prior to contract starting date submit the following to the CO for approval:

1. A list of the names, telephone numbers, and addresses of on-site supervisors.
2. A list giving the name of the manufacturer, the brand name, and intended use of each supply, chemical, material and piece of equipment that will be used in the performance of the work.

**NOTE:** All payments may be withheld until acceptable submittals are provided to the Government.

##### Federal Requirements

All chemicals used will be those commercially available which meet Federal, State, and local codes and which have been approved by the Contracting Officer (CO). Information can be obtained from Federal, State, and local agencies concerning safe chemical cleaning materials.

The contractor shall use products made with recycled materials to the greatest extent possible. Preference should be given to concentrated cleaning chemicals which use ecologically sound packaging, and are phosphate-free, non-corrosive, non-flammable, and fully biodegradable.

The use of caustics (acid-based cleansers) will not be approved. Materials or supplies shall not be used in performance under this contract (or placed or stored on Government property) until the applicable Material Safety Data Sheets for all chemicals and hazardous materials (products containing CAUTION or WARNING labels) have been furnished to the CO. No item containing a CAUTION or WARNING label will be added to the contractor's products list until the CO has given verbal approval for its addition.

The contractor shall not use any material which the CO determines would be unsuitable for the purpose or harmful to the surfaces to which applied. Costs for correcting damage caused by misused materials will be borne by the contractor.

## PART II - CONTRACT CLAUSES

### SECTION I CONTRACT CLAUSES

#### 52.212-4 Contract Terms and Conditions--Commercial Items (FEB 2012)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*.—

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
- (A) The date fixed under this contract.
- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
- (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

52.212-5 2012)	<b>Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (JUL</b>
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(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

- ☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- ☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).[
- ☐ (4) Reserved]
- ☐ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-6.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-6.
- ☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☐ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d) (2) and (3)).
- ☒ (8) (i) 52.219-9, Small Business Subcontracting Plan (Sept 2006) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☒ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ☐ (10) 52.219-16 Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ☐ (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).
- ☐ (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- ☒ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ☒ (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ☒ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ☐ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ☐ (24)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (25) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- ☐ (26)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).
- ☐ (ii) Alternate I (Jan 2004) of 52.225-3.
- ☐ (iii) Alternate II (Jan 2004) of 52.225-3.
- ☐ (27) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (28) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (29) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
- ☐ (30) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
- ☐ (31) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (32) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (33) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ☐ (34) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ☐ (35) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- ☐ (36) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(37)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b)) and 10 U.S.C. 2631).

   (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

  X (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, *et seq.*).

  X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

  X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

  X (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b)) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

*Alternate I (Feb 2000)*. As prescribed in 12.301(b)(4), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause."

<b>552.212-71 Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items (JUL 2003)</b>
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The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on

the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

☒ 552.237-70 Qualifications of Offerors

(b) Clauses.

☒ 552.203-71 Restriction on Advertising  
☒ 552.211-73 Marking  
☒ 552.215-70 Examination of Records by GSA  
☒ 552.228-70 Workers' Compensation Laws  
☒ 552.229-70 Federal, State, and Local Taxes  
☒ 552.232-72 Final Payment  
☒ 552.237-71 Qualifications of Employees

**52.249-4 Termination for Convenience of the Government (Services) (Short Form).**

As prescribed in 49.502(c), insert the following clause in solicitations and contracts for services, regardless of value, when a fixed-price contract is contemplated and the Contracting Officer determines that because of the kind of services required, the successful offeror will not incur substantial charges in preparation for and in carrying out the contract, and would, if terminated for the convenience of the Government, limit termination settlement charges to services rendered before the date of termination:

Termination for Convenience of the Government (Services) (Short Form) (Apr 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

**ADDENDUM TO FAR 52.212-4, 52.212-5 & 552.212-71**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The date of the clause in the regulation that is applicable at the time the solicitation is issued applies unless otherwise stated. The following provisions and clauses are incorporated by reference:

52.203-3 Gratuities  
52.223-3 Hazardous Material Identification and Material Safety Data  
52.232-17 Interest  
52.233-2 Service of Protest\*\*  
52.237-1 Site Visit  
52.237-2 Protection of Government Buildings, Equipment, and Vegetation  
52.237-3 Continuity of Services  
52.228-5 Insurance - Work on a Government Installation  
52.217-2 Cancellation Under Multi-year Contracts  
52.217-8 Option to Extend Services  
52.217-9 Option to Extend the Term of the Contract  
52.222-50 Nondisplacement of Qualified Workers  
552.217-71 Notice Regarding Options  
MV-98-3 GSA Agency Protest Procedures

\*\* Contracting Officer, General Services Administration, PBS, Phillip Burton Federal Building and U.S. Courthouse, Contracts Section (9PMFT), 450 Golden Gate Avenue, 4<sup>th</sup> Floor East, San Francisco, CA 94102-3434.

**Cancellation of Contract:** This contract can be canceled by either party ninety (90) calendar days after the start date of the contract, with a ninety (90) calendar day written notification. The cancellation date may be negotiated between the parties, as well as any costs associated with the cancellation.



### **PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

#### **Section J LIST OF ATTACHMENTS**

- Attachment A - Inventory of Equipment
- Attachment B - Maintenance of Equipment
- Attachment C - Health History Questionnaire
- Attachment D - Federal Employee Salary Table 2011
- Attachment E - Rules and Regulations Governing Conduct on Federal Property
- Attachment F - Government Facility Improvement Account
- Attachment G - U.S. Department of Labor Wage Determination No. 2005-2051

## ATTACHMENT A

### Inventory of Equipment

See attached file (2012 FHFB Fitness Inventory Attachment A.FINAL.xlsx)

## ATTACHMENT B

### Maintenance of Equipment

#### Minimum Equipment Maintenance Standards

The Contractor's Fitness Center staff shall be responsible for maintaining the facility in a safe and fully operational manner. Contractor shall perform minor preventive maintenance/repairs such as oiling, lubrication, cleaning and/or waxing painted parts of equipment, upholstery cleaning, removal of excess grease, tightening/replacing screws and cleaning compact disc and VCR/DVD heads, etc. The Government (Social Security Administration) will be responsible for all maintenance over and above that listed below.

#### 1. Weight Training Equipment

- a. All pads to be cleaned with a disinfectant at least once per day.
- b. Supporting metal bars on the weight machines to be cleaned once per day.
- c. Weight stack rods to be cleaned with silicone at least once per week.
- d. Any chains or gears requiring oil to be oiled once per week.
- e. Any other simple maintenance procedure on an as-needed basis (repairing broken seat height adjustment, locks, tightening screws, etc.)

#### 2. Aerobic Equipment

- a. All pads in contact with participants to be disinfected once per day.
- b. Any area on any piece of equipment that is frequently perspired upon to be disinfected once per day.
- c. All equipment to be calibrated once per week.
- d. Any chains or gears requiring grease to be greased once per week.
- e. Any minor maintenance procedure on an as-needed basis (tightening screws, etc.)

## ATTACHMENT C

### Health History Questionnaire

Name \_\_\_\_\_

Home Address \_\_\_\_\_

Position \_\_\_\_\_

Telephone Home \_\_\_\_\_ Work \_\_\_\_\_

Height \_\_\_\_\_ Weight \_\_\_\_\_

Gender \_\_\_\_\_ Birthday \_\_\_\_\_ Age \_\_\_\_\_

Regular physical activity is safe for most people. However, some individuals should check with their doctor before they start an exercise program. To help us determine if you should consult with your doctor before starting an exercise program, please read the following questions carefully and answer each one honestly. All information will be kept confidential. Please check YES or NO.

Yes NO

- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Do you have a heart condition?   |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Have you ever experienced a stroke?  |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Do you have epilepsy?  |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Are you pregnant?  |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Do you have diabetes?  |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Do you have emphysema?   |
| <input type="checkbox"/> | <input type="checkbox"/> | 7. Do you feel pain in your chest when you engage in physical activity?   |
| <input type="checkbox"/> | <input type="checkbox"/> | 8. Do you have chronic bronchitis?  |
| <input type="checkbox"/> | <input type="checkbox"/> | 9. In the past month, have you had chest pain when you were not doing physical activity?                                |
| <input type="checkbox"/> | <input type="checkbox"/> | 10. Do you ever lose consciousness or do you ever lose control of your balance due to chronic dizziness?                |
| <input type="checkbox"/> | <input type="checkbox"/> | 11. Are you currently, being treated for a bone or joint problem that restricts you from engaging in physical activity? |
| <input type="checkbox"/> | <input type="checkbox"/> | 12. Has a physician ever told you or are you aware that you have a high cholesterol level?                              |

- ☐ ☐ 13. Has anyone in your immediate family (parents/brothers/sisters) had a heart attack, stroke, or cardiovascular disease before age 55?
- ☐ ☐ 14. Are you currently being treated for a bone or joint problem that restricts you from engaging in physical activity?
- ☐ ☐ 15. Do you currently smoke?
- ☐ ☐ 16. Are you a male over 44 years of age?

**ATTACHMENT D**

2012 Federal Employee Salary Table

(INTENTIONALLY LEFT BLANK)

**SALARY TABLE 2012-SF**  
**INCORPORATING A LOCALITY PAYMENT OF 35.15%**  
**FOR THE LOCALITY PAY AREA OF SAN JOSE-SAN FRANCISCO-OAKLAND, CA**  
(See <http://www.opm.gov/oca/12tables/locdef.asp> for definitions of locality pay areas.)  
**RATES FROZEN AT 2010 LEVELS**

**EFFECTIVE JANUARY 2012**

*Annual Rates by Grade and Step*

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$ 24,061	\$ 24,865	\$ 25,665	\$ 26,461	\$ 27,261	\$ 27,731	\$ 28,522	\$ 29,319	\$ 29,351	\$ 30,097
2	27,053	27,696	28,591	29,351	29,680	30,553	31,426	32,299	33,173	34,046
3	29,517	30,501	31,485	32,468	33,452	34,436	35,420	36,404	37,388	38,372
4	33,136	34,240	35,344	36,449	37,553	38,657	39,761	40,865	41,969	43,074
5	37,073	38,308	39,544	40,779	42,014	43,249	44,485	45,720	46,955	48,190
6	41,325	42,702	44,079	45,456	46,834	48,211	49,588	50,965	52,342	53,719
7	45,923	47,454	48,985	50,516	52,048	53,579	55,110	56,641	58,173	59,704
8	50,858	52,563	54,248	55,943	57,637	59,332	61,027	62,722	64,417	66,111
9	56,172	58,044	59,916	61,788	63,660	65,532	67,403	69,275	71,147	73,019
10	61,860	63,922	65,984	68,047	70,109	72,171	74,234	76,296	78,359	80,421
11	67,963	70,228	72,493	74,758	77,023	79,288	81,554	83,819	86,084	88,349
12	81,460	84,175	86,891	89,606	92,321	95,036	97,751	100,466	103,182	105,897
13	96,867	100,096	103,325	106,554	109,782	113,011	116,240	119,469	122,697	125,926
14	114,468	118,283	122,099	125,914	129,729	133,544	137,360	141,175	144,990	148,806
15	134,647	139,136	143,624	148,112	152,601	155,500 *	155,500 *	155,500 *	155,500 *	155,500 *

\* Rate limited to the rate for level IV of the Executive Schedule (5 U.S.C. 5304 (g)(1)).



ATTACHMENT E

U.S. General Services Administration

# Rules and Regulations Governing Conduct on Federal Property

November, 2005

## Federal Management Regulation Title 41, Code of Federal Regulations, Part 102-74, Subpart C

**Applicability (41 CFR 102-74.365).** The rules in this subpart apply to all property under the authority of GSA and to all persons entering in or on such property. Each occupant agency shall be responsible for the observance of these rules and regulations. Federal agencies must post the notice in the Appendix to this part at each public entrance to each Federal facility.

**Inspection (41 CFR 102-74.370).** Federal agencies may, at their discretion, inspect packages, briefcases and other containers in the immediate possession of visitors, employees or other persons arriving on, working at, visiting, or departing from Federal property. Federal agencies may conduct a full search of a person and the vehicle the person is driving or occupying upon his or her arrest.

**Admission to Property (41 CFR 102-74.375).** Federal agencies must:

- Except as otherwise permitted, close property to the public during other than normal working hours. In those instances where a Federal agency has approved the after-normal-working hours use of buildings or portions thereof for activities authorized by subpart D of this part, Federal agencies must not close the property for affected portions thereof to the public;
- Close property to the public during working hours only when situations require this action to ensure the orderly conduct of Government business. The designated official under the Occupant Emergency Program may make such decision only after consultation with the buildings manager and the highest ranking representative of the law enforcement organization responsible for protection of the property or the area. The designated official is defined in Sec. 102-71.20 of this chapter as the highest ranking official of the primary occupant agency, or the alternate highest ranking official or designee selected by mutual agreement by other occupant agency officials; and
- When property or a portion thereof is closed to the public, restrict admission to the property, or the affected portion, to authorized persons who must register upon entry to the property and must, when requested, display Government or other identifying credentials to Federal police officers or other authorized individuals when entering, leaving or while on the property. Failure to comply with any of the applicable provisions is a violation of these regulations.

**Preservation of Property (41 CFR 102-74.380).** All persons entering in or on Federal property are prohibited from:

- Improperly disposing of rubbish on property;
- Willfully destroying or damaging property;
- Stealing property;
- Creating any hazard on property to persons or things; or
- Throwing articles of any kind from or at a building or climbing upon statues, fountains or any part of the building.

**Continuity with Signs and Directions (41 CFR 102-74.385).** Persons in and on property must at all times comply with official signs of a prohibitory, regulatory or directory nature and with the lawful direction of Federal police officers and other authorized individuals.

**Disturbances (41 CFR 102-74.390).** All persons entering

in or on Federal property are prohibited from loitering, exhibiting disorderly conduct or exhibiting other conduct on property that:

- Creates loud or unusual noise or a nuisance;
- Unreasonably obstructs the usual use of entrances, foyers, lobbies, corridors, offices, elevators, stairways, or parking lots;
- Otherwise impedes or disrupts the performance of official duties by Government employees; or
- Prevents the general public from obtaining the administrative services provided on the property in a timely manner.

**Gambling (41 CFR 102-74.395).** (a) Except for the vending or exchange of chances by licensed blind operators of vending facilities for any lottery set forth in a State law and authorized by section 2(a)(5) of the Randolph-Sheppard Act (20 U.S.C. 107 et seq.), all persons entering in or on Federal property are prohibited from:

- Participating in games for money or other personal property;
  - Operating gambling devices;
  - Conducting a lottery or pool; or
  - Selling or purchasing numbers tickets.
- (b) This provision is not intended to prohibit prize drawings for personal property at otherwise permitted functions on Federal property, provided that the game or drawing does not constitute gambling per se. Gambling per se means a game of chance where the participant risks something of value for the chance to gain or win a prize.

**Narcotics and Other Drugs (41 CFR 102-74.400).** Except in cases where the drug is being used as prescribed for a patient by a licensed physician, all persons entering in or on Federal property are prohibited from:

- Being under the influence, using or possessing any narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines; or
- Operating a motor vehicle on the property while under the influence of alcoholic beverages, narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines.

**Alcoholic Beverages (41 CFR 102-74.405).** Except where the head of the responsible agency or his or her designee has granted an exemption in writing for the appropriate official use of alcoholic beverages, all persons entering in or on Federal property are prohibited from being under the influence or using alcoholic beverages. The head of the responsible agency or his or her designee must provide a copy of all exemptions granted to the buildings manager and the highest ranking representative of the law enforcement organization, or other authorized officials, responsible for the security of the property.

**Soliciting, Vending and Debt Collection (41 CFR 102-74.410).** All persons entering in or on Federal property are prohibited from soliciting alms (including money and non-monetary items) or commercial or political donations, vending merchandise of all kinds, displaying or distributing commercial advertising, or collecting private debts, except for:

- National or local drives for funds for welfare, health or other purposes as authorized by 5 CFR part 550, entitled "Solicitation of Federal Civilian and Uniformed Service Personnel for Contributions to Private Voluntary Organizations," and sponsored or approved by the occupant agencies;
- Concessions or personal notices posted by employees on authorized bulletin boards;
- Solicitation of labor organization membership or dues authorized by occupant agencies under the Civil Service Reform Act of 1978 (Pub. L. 95-454);
- Lessee, or its agents and employees, with respect to space leased for commercial, cultural, educational, or recreational use under 40 U.S.C. 581(f). Public areas of GSA-controlled property may be used for other activities in accordance with subpart D of this part;
- Collection of non-monetary items that are sponsored or approved by the occupant agencies; and
- Commercial activities sponsored by recognized Federal employee associations and on-site child care centers.

**Posting and Distributing Materials (41 CFR 102-74.415).** All persons entering in or on Federal property are prohibited from:

- Distributing free samples of tobacco products in or around Federal buildings, as mandated by Section 636 of Public Law 104-52;
- Posting or affixing materials, such as pamphlets, handbills, or flyers, on bulletin boards or elsewhere on GSA-controlled property, except as authorized in Sec. 102-74.410, or when these displays are conducted as part of authorized Government activities; and
- Distributing materials, such as pamphlets, handbills or flyers, unless conducted as part of authorized Government activities. This prohibition does not apply to public areas of the property as defined in Sec. 102-71.20 of this chapter. However, any person or organization proposing to distribute materials in a public area under this section must first obtain a permit from the building manager as specified in subpart D of this part. Any such person or organization must distribute materials only in accordance with the provisions of subpart D of this part. Failure to comply with those provisions is a violation of these regulations.

**Photographs for News, Advertising, or Commercial Purposes (41 CFR 102-74.420).** Except where security regulations, rules, orders, or directives apply or a Federal court order or rule prohibits it, persons entering in or on Federal property may take photographs of:

- Space occupied by a tenant agency for non-commercial purposes only with the permission of the occupying agency concerned;
- Space occupied by a tenant agency for commercial purposes only with written permission of an authorized official of the occupying agency concerned; and
- Building entrances, lobbies, foyers, corridors, or auditoriums for news purposes.

**Dogs and Other Animals (41 CFR 102-74.425).** No person may bring dogs or other animals on Federal property for other than official purposes. However, a disabled person may bring

a seeing-eye dog, a guide dog, or other animal assisting or being trained to assist that individual.

**Breastfeeding (41 CFR 102-74.426).** Public Law 108-199, Section 628, Division F, Title VI (January 23, 2004), provides that a woman may breastfeed her child at any location in a Federal building or on Federal property, if the woman and her child are otherwise authorized to be present at the location.

**Vehicle and Pedestrian Traffic (41 CFR 102-74.430).** All vehicle drivers entering or while on Federal property:

- Must drive in a careful and safe manner at all times;
- Must comply with the signals and directions of Federal police officers or other authorized individuals;
- Must comply with all posted traffic signs;
- Must comply with any additional posted traffic directives approved by the GSA Regional Administrator, which will have the same force and effect as these regulations;
- Are prohibited from blocking entrances, driveways, walks, loading platforms, or fire hydrants; and
- Are prohibited from parking on Federal property without a permit. Parking without authority, parking in unauthorized locations or in locations reserved for other persons, or parking contrary to the direction of posted signs is prohibited. Vehicles parked in violation, where warning signs are posted, are subject to removal at the owner's risk and expense. Federal agencies may take as proof that a motor vehicle was parked in violation of these regulations or directives as prima facie evidence that the registered owner was responsible for the violation.

**Explosives (41 CFR 102-74.435).** No person entering or while on Federal property may carry or possess explosives, or items intended to be used to fabricate an explosive or incendiary device, either openly or concealed, except for official purposes.

**Weapons (41 CFR 102-74.440).** Federal law prohibits the possession of firearms or other dangerous weapons in Federal facilities and Federal court facilities by all persons not specifically authorized by 18 U.S.C. 930. Violators will be subject to fine and/or imprisonment for periods up to five (5) years.

**Nondiscrimination (41 CFR 102-74.445).** Federal agencies must not discriminate by segregation or otherwise against any person or persons because of race, creed, religion, age, sex, color, disability, or national origin in furnishing or by refusing to furnish to such person or persons the use of any facility of a public nature, including all services, privileges, accommodations, and activities provided on the property.

**Penalties (41 CFR 102-74.450).** A person found guilty of violating any rule or regulation in this subpart while on any property under the charge and control of GSA shall be fined under title 18 of the United States Code, imprisoned for not more than 30 days, or both.

**Impact on Other Laws or Regulations (41 CFR 102-74.455).** No rule or regulation in this subpart may be construed to nullify any other Federal laws or regulations or any State and local laws and regulations applicable to any area in which the property is situated (40 U.S.C. 121(c)).

# WARNING

## WEAPONS PROHIBITED

Federal law prohibits the possession of firearms or other dangerous weapons in Federal facilities and Federal court facilities by all persons not specifically authorized by Title 18, United States Code, Section 930. Violators will be subject to fine and/or imprisonment for periods up to five (5) years.

## ATTACHMENT F

### Government Facility Improvement Account (GFIA)

For the purposes of this Exhibit, the term "Building Manager" hereinafter will refer to the "Building Manager or his/her designee." The term "Contractor" hereinafter will refer to the Contractor. The term "CO" hereinafter will refer to the Contracting Officer.

The Government Facility Improvement Account (GFIA) is to be used to rehabilitate or construct facilities which directly support contractor services authorized and/or required under this contract. GFIA is for "projects" and is established as a contract obligation. There is no possessory interest accrued by the Contractor for improvements made by this account.

Funds in the GFIA can be invested in various instruments in advance of being used to carry out the contractor's obligations under the contract. Whatever the method selected to hold the funds pending project work beginning, the parties to this contract agree that all funds will either be held in an account insured by the Federal Deposit Insurance Corporation of a similar insuring activity of the Federal government.

The funds in the GFIA will be held in a trust or an interest bearing account established by the contractor to carry out his/her obligations under this contract.

Deposits shall be made into the GFIA established by the Contractor to carry out the purposes of the contract. The Contractor makes an irreversible commitment when deposits are made into the GFIA. Deposited funds do not become Government funds; however the usage of such funds will be directed toward projects set forth by the Account Committee (AC). Interest earned on GFIA becomes an addition to the balance of the GFIA.

GIA funds must be maintained in a separate account with record keeping used to maintain continuous records of the balances and allocation of income and expenses appropriate to it.

Contractor is responsible for reporting or ensuring the reporting of GFIA activity each month and for annually filling, as part of their Annual Financial Report, the schedules that may be required by the Building Manager and Regional Concessions Officer.

The Contractor shall not be paid or reimbursed in any way for account management. However, account management expenses incurred by third parties with advance written approval of the properly delegated GSA authority may be considered as account expenses. In addition, taxes on account earnings are allowable account expenses if incurred in accordance with an account management agreement approved by the properly delegated GSA authority.

The Contractor may with the approval of the CO, be allowed to charge the GFIA of actual expenses incurred, in an amount not to exceed ten percent (10%) of approved project expenditures, for reasonable contract administrative costs directly associated with carrying out individual projects. The contractor shall provide a detailed listing of each cost incurred to the CO who shall determine the reasonableness and appropriateness of such expenses prior to their being allowed.

GIA are not to be used for the payment of routine maintenance and operating expenses of the Contractor. Additionally, they are not to be used for maintenance of government property not assigned to the Contractor or for government projects or activities not directly related to the provision of the involved contractor's services.

GFIA funds are not to be used to pay or otherwise reimburse or credit contractor annual operating costs or government appropriation accounts.

The Contractor (or others should that be authorized) will attempt to make every effort to solicit competition to secure the best price for the selected project. The Contractor shall not, directly or indirectly, enter into any arrangement or agreement whereby it receives money or other benefits from other contractors.



The Building Manager may require that the GFIA fund the cost of an independent third party construction supervisor/inspector to represent the interests of the Government on any project where the Building Manager feels that would be cost effective and necessary to the sound administration of the project.

The Contractor shall ensure that a Builders Risk Form Insurance policy is in effect during the construction. The type and amount of insurance will be approved in writing by the CO. This policy is an appropriate expenditure from the GFIA.

In the event of any inconsistency between this Exhibit and the main body of the concession contract, the contract shall prevail.

**POLICY FOR USE OF THE GOVERNMENT IMPROVEMENT ACCOUNT**

The contract includes specific provisions for establishing a GOVERNMENT FACILITY IMPROVEMENT ACCOUNT (GFIA) and describing its purpose or principal goals.

Appropriate GFIA expenses would include major and minor capital expenditures such as foundation, building frame, window frame replacement, sheathing, subfloors, drainage, rehabilitation of building systems such as electrical, plumbing, built-in heating and air conditioning, roofing, and similar.

The account would not be appropriate for the operating costs of building systems or for minor adjustment and repair that would be the usual, routine responsibility of the contractor.

This account shall not be utilized for the purchase of new food service equipment to replace existing equipment that was provided by the Government as outlined in the scope of work.

This account would be appropriate for the purchase, delivery and installation of food service equipment that is above and beyond Government provided food service equipment. The Contractor shall have no ownership of this equipment upon termination of the contract. The Contractor must adjust, repair and continuously maintain this equipment in satisfactory condition. The Contractor and Building Manager may submit proposals for the purchase of this equipment as outlined below in the "Project Nomination and Approval" section.

The account would be appropriate for decorating costs, furniture, or periodic re-carpeting or other cosmetic work as deemed necessary by the Account Committee; where such activity does not conflict with appropriated fund project work.

Decisions are based on the facts of the particular situation. However, appropriate expenditures should typically be non-recurring.

Selected projects will not take the place of, or augment contractually required and routine care to future GFIA projects, facilities should have a consistent high quality of maintenance and housekeeping.

The contract will provide direction about the Contractor's responsibility to maintain and repair facilities. The GFIA is not intended to absorb such costs or to serve as an alternative to an active maintenance and repair program by the Contractor.

The contractor will not transfer repair and maintenance expenses to GFIA projects.

Contractor routine repair and maintenance expense should be monitored as a percentage of gross sales to assure that at least the expected or traditional level is sustained. Additionally, maintenance agreements should be sufficiently detailed so as to ensure that GFIA disagreements do not occur.

## **PROJECT NOMINATION AND APPROVAL**

1. The Building Manager will decide what projects will be proposed, prioritized, approved, bid and accomplished with an orderly process that ensures accountability.
2. The Contractor may submit proposals to the Building Manager for the use of the GFIA using a format established by the Building Manager for "Account Project Nomination" (a standard control form). It is intended that a nomination form be the first step in the development of a project file.
3. The GFIA is a predictable accumulation of funds. Project lists should be developed extending priorities over several years and projects initiated as funds are available. A contingency balance should be maintained for potential additions and adjustments.
4. The Building Manager will establish an Account Committee (AC) to review and recommend project nominations. The committee will include the GSA Concessions Officer, Contracting Officers Representative (COR) and the contractor's representative. The Building Manager will establish a process to review and approve/disapprove project nominations based on but not limited to the following:

- Applicable Laws and regulations
- GSA Policies
- Concession Contract and Amendments Including the Appropriateness of the Project Given the GFIA Purposes Stated in this Exhibit
- Operating and Maintenance Plans
- Need, based on resource impacts or human risk factors
- Compliance with GSA planning documents
- Other applicable factors

Upon completion of the review, the AC will prepare a record of the evaluation and a recommendation for approval/disapproval by the Building Manager. The documentation will be placed in the Project Statement" (a standard control form).

5. Regional GSA Director approval is required before projects can be advanced for implementation. This review is to consider the appropriateness of each project for accomplishment through the GFIA. It is not expected, at this point in the process that projects will have more than a rough estimate for a budget.
6. Approved projects will be implemented as funding and scheduling allow. Overall project management will be the responsibility of the Building Manager.
7. The Project Statement will guide and document each project's implementation through completion. This Statement will contain the following: justification, specific proposal, scope of work, design responsibility, proposed project schedule and compliance requirements. The Project Statement will be signed by the members of the AC. The signed Project Statement constitutes official authority for the Contractor to begin work on the project.

The Project Statement will provide a chronological audit trail of the project's decision making activity including meetings, inspections, change orders, etc. from nomination to project completion support documents will be maintained in the Project File or reference in the Project Statement where related documents can be found.

## **SPECIFICATIONS, DESIGN, AND BIDDING**

- 1 (a) The contractor will make every effort to solicit competition.
- (b) Construction work will not be done by contract employees unless the Building Manager determines that there are unusual circumstances that make such work both advantageous and able to be managed effectively Contractor may use sole-source contracts only with the prior approval of the Building Manager.
- (c) Contractor may not bid as independent contractors, or be employed by the contractor for GFIA projects.

(d) The Contractor shall not directly or indirectly, enter into any contract whereby it benefits directly or indirectly through the transfer of funds or other benefits from a GFIA project Contractor.

(e) Exceptions to these policies may be granted in writing by the CO on a case-by-case basis when there are unusual circumstances, clear advantages to the Government, and adequate controls.

2. The Building Manager will determine, based on the complexity of the project, whether the Contractor will develop a project description sufficient to secure an architect, engineer, or construction contractor. These will be reviewed and authorized in writing by the Building Manager.

3. Plans and specifications will be prepared by the Contractor and will follow when design is authorized in a project, the designs will be reviewed by the Building Manager as appropriate to the project, such as 50%, draft 100% completion, etc.

4. Once plans and specifications are approved, the Contractor will prepare to advertise or otherwise solicit or secure estimates or bids for the project.

5. For each project, the package for bidding or estimating will include at least the Statement of Work, plans and specifications, the General Provisions, and a draft contract or agreement under which the work will be carried out and that has been reviewed and approved by the Building Manager.

6. The Contractor will recommend and justify a contractor from among the bidders or from other sources if a bid process was not used. This recommendation will be accepted/rejected by the Building Manager in writing. Once confirmation has been issued, the Contractor is authorized to sign a contract and proceed with the project.

7. At this time, the Contractor will submit to the Building Manager estimate of the final budget and time schedule for the project.

8. The Building Manager will participate in on-site meetings with the Contractor and project contractor.

9. The project will be inspected periodically by the Building Manager.

10. At appropriate intervals the Contractor will submit to the Building Manager a progress report enumerating project costs, with invoices, certificates and other documentation, work accomplished to date.

11. Change orders on project contracts require approval in writing from the CO.

12. Upon certification from the contractor that a project is complete, the project will be inspected jointly by the Contractor and the Building Manager. The project will not be accepted by the Contractor until authorized in writing by the CO.

13. Upon project completion, the Contractor will submit to the CO a project completion report including total project costs, warranties, service manuals, and as-built drawings of the project in the form specified. Invoices, certificates, and other documentation related to the final segment of work accomplished shall accompany the report and be the basis for final payment of the contractor. Final payment to the contractor and final reimbursement to the contractor for administrative costs shall not be made until the project has been accepted in writing by the CO. The Contractor is required to submit a summary of administrative costs for the project.

**ATTACHMENT G**

U.S. Department of Labor Wage Determination No. 2005-2051

See attached file (FHFB.FITNESS.SCA.2005-2051.txt)

WD 05-2051 (Rev.-12) was first posted on www.wdol.gov on 06/19/2012

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REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

Diane C. Koplewski	Division of	Wage Determination No.: 2005-2051
Director	Wage Determinations	Revision No.: 12
		Date Of Revision: 06/13/2012

State: California

Area: California Counties of Alameda, Contra Costa

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.92
01012 - Accounting Clerk II		20.12
01013 - Accounting Clerk III		22.50
01020 - Administrative Assistant		30.87
01040 - Court Reporter		28.31
01051 - Data Entry Operator I		15.38
01052 - Data Entry Operator II		16.78
01060 - Dispatcher, Motor Vehicle		29.13
01070 - Document Preparation Clerk		15.37
01090 - Duplicating Machine Operator		15.37
01111 - General Clerk I		15.87
01112 - General Clerk II		17.31
01113 - General Clerk III		19.97
01120 - Housing Referral Assistant		28.83
01141 - Messenger Courier		14.03
01191 - Order Clerk I		16.98
01192 - Order Clerk II		18.53
01261 - Personnel Assistant (Employment) I		19.80
01262 - Personnel Assistant (Employment) II		22.18
01263 - Personnel Assistant (Employment) III		24.69
01270 - Production Control Clerk		28.05
01280 - Receptionist		17.21
01290 - Rental Clerk		18.47
01300 - Scheduler, Maintenance		23.12
01311 - Secretary I		23.12
01312 - Secretary II		25.86
01313 - Secretary III		28.83
01320 - Service Order Dispatcher		24.26
01410 - Supply Technician		30.87
01420 - Survey Worker		24.06
01531 - Travel Clerk I		15.41
01532 - Travel Clerk II		17.34

01533 - Travel Clerk III	19.53
01611 - Word Processor I	20.77
01612 - Word Processor II	23.32
01613 - Word Processor III	26.09
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.75
05010 - Automotive Electrician	24.95
05040 - Automotive Glass Installer	21.76
05070 - Automotive Worker	24.96
05110 - Mobile Equipment Servicer	21.71
05130 - Motor Equipment Metal Mechanic	26.06
05160 - Motor Equipment Metal Worker	23.84
05190 - Motor Vehicle Mechanic	26.07
05220 - Motor Vehicle Mechanic Helper	20.54
05250 - Motor Vehicle Upholstery Worker	22.78
05280 - Motor Vehicle Wrecker	23.84
05310 - Painter, Automotive	24.96
05340 - Radiator Repair Specialist	23.84
05370 - Tire Repairer	17.31
05400 - Transmission Repair Specialist	26.07
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.83
07041 - Cook I	16.43
07042 - Cook II	18.65
07070 - Dishwasher	11.28
07130 - Food Service Worker	11.00
07210 - Meat Cutter	16.59
07260 - Waiter/Waitress	11.39
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.13
09040 - Furniture Handler	15.26
09080 - Furniture Refinisher	21.13
09090 - Furniture Refinisher Helper	17.41
09110 - Furniture Repairer, Minor	19.28
09130 - Upholsterer	21.15
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.97
11060 - Elevator Operator	14.10
11090 - Gardener	23.78
11122 - Housekeeping Aide	14.89
11150 - Janitor	14.89
11210 - Laborer, Grounds Maintenance	18.29
11240 - Maid or Houseman	12.80
11260 - Pruner	17.19
11270 - Tractor Operator	21.58
11330 - Trail Maintenance Worker	18.29
11360 - Window Cleaner	15.68
12000 - Health Occupations	
12010 - Ambulance Driver	23.48
12011 - Breath Alcohol Technician	23.48
12012 - Certified Occupational Therapist Assistant	25.93
12015 - Certified Physical Therapist Assistant	27.94
12020 - Dental Assistant	21.98
12025 - Dental Hygienist	46.56
12030 - EKG Technician	27.59
12035 - Electroneurodiagnostic Technologist	27.59
12040 - Emergency Medical Technician	23.48

12071 - Licensed Practical Nurse I	24.53
12072 - Licensed Practical Nurse II	27.47
12073 - Licensed Practical Nurse III	30.62
12100 - Medical Assistant	20.98
12130 - Medical Laboratory Technician	23.05
12160 - Medical Record Clerk	21.00
12190 - Medical Record Technician	23.48
12195 - Medical Transcriptionist	20.55
12210 - Nuclear Medicine Technologist	45.90
12221 - Nursing Assistant I	13.66
12222 - Nursing Assistant II	15.35
12223 - Nursing Assistant III	16.75
12224 - Nursing Assistant IV	18.81
12235 - Optical Dispenser	21.80
12236 - Optical Technician	18.22
12250 - Pharmacy Technician	21.69
12280 - Phlebotomist	18.81
12305 - Radiologic Technologist	35.21
12311 - Registered Nurse I	43.85
12312 - Registered Nurse II	53.66
12313 - Registered Nurse II, Specialist	53.66
12314 - Registered Nurse III	64.90
12315 - Registered Nurse III, Anesthetist	64.90
12316 - Registered Nurse IV	77.80
12317 - Scheduler (Drug and Alcohol Testing)	34.02
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	25.45
13012 - Exhibits Specialist II	31.05
13013 - Exhibits Specialist III	37.98
13041 - Illustrator I	24.07
13042 - Illustrator II	29.81
13043 - Illustrator III	36.48
13047 - Librarian	35.64
13050 - Library Aide/Clerk	20.80
13054 - Library Information Technology Systems Administrator	31.06
13058 - Library Technician	26.04
13061 - Media Specialist I	22.42
13062 - Media Specialist II	25.08
13063 - Media Specialist III	27.96
13071 - Photographer I	20.39
13072 - Photographer II	22.81
13073 - Photographer III	28.23
13074 - Photographer IV	34.56
13075 - Photographer V	39.08
13110 - Video Teleconference Technician	23.30
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.80
14042 - Computer Operator II	22.18
14043 - Computer Operator III	24.69
14044 - Computer Operator IV	27.43
14045 - Computer Operator V	30.39
14071 - Computer Programmer I	(see 1) 27.62
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		19.80
14160 - Personal Computer Support Technician		27.43
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.80
15020 - Aircrew Training Devices Instructor (Rated)		44.51
15030 - Air Crew Training Devices Instructor (Pilot)		53.36
15050 - Computer Based Training Specialist / Instructor		36.97
15060 - Educational Technologist		32.38
15070 - Flight Instructor (Pilot)		53.36
15080 - Graphic Artist		31.77
15090 - Technical Instructor		28.46
15095 - Technical Instructor/Course Developer		34.82
15110 - Test Proctor		22.97
15120 - Tutor		22.97
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.71
16030 - Counter Attendant		10.71
16040 - Dry Cleaner		14.57
16070 - Finisher, Flatwork, Machine		10.71
16090 - Presser, Hand		10.71
16110 - Presser, Machine, Drycleaning		10.71
16130 - Presser, Machine, Shirts		10.71
16160 - Presser, Machine, Wearing Apparel, Laundry		10.71
16190 - Sewing Machine Operator		15.86
16220 - Tailor		17.13
16250 - Washer, Machine		12.01
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.02
19040 - Tool And Die Maker		26.94
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.56
21030 - Material Coordinator		26.53
21040 - Material Expediter		26.53
21050 - Material Handling Laborer		16.69
21071 - Order Filler		15.60
21080 - Production Line Worker (Food Processing)		19.56
21110 - Shipping Packer		17.51
21130 - Shipping/Receiving Clerk		17.51
21140 - Store Worker I		14.54
21150 - Stock Clerk		20.01
21210 - Tools And Parts Attendant		19.56
21410 - Warehouse Specialist		19.56
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		30.51
23021 - Aircraft Mechanic I		29.02
23022 - Aircraft Mechanic II		30.51
23023 - Aircraft Mechanic III		31.80
23040 - Aircraft Mechanic Helper		22.12
23050 - Aircraft, Painter		27.52
23060 - Aircraft Servicer		25.34
23080 - Aircraft Worker		26.87
23110 - Appliance Mechanic		24.30
23120 - Bicycle Repairer		16.15
23125 - Cable Splicer		30.82
23130 - Carpenter, Maintenance		26.08



23140 - Carpet Layer	25.09
23160 - Electrician, Maintenance	37.22
23181 - Electronics Technician Maintenance I	30.54
23182 - Electronics Technician Maintenance II	32.27
23183 - Electronics Technician Maintenance III	34.02
23260 - Fabric Worker	24.18
23290 - Fire Alarm System Mechanic	24.69
23310 - Fire Extinguisher Repairer	23.32
23311 - Fuel Distribution System Mechanic	29.93
23312 - Fuel Distribution System Operator	23.97
23370 - General Maintenance Worker	22.50
23380 - Ground Support Equipment Mechanic	29.02
23381 - Ground Support Equipment Servicer	25.34
23382 - Ground Support Equipment Worker	26.87
23391 - Gunsmith I	23.32
23392 - Gunsmith II	26.46
23393 - Gunsmith III	29.48
23410 - Heating, Ventilation And Air-Conditioning Mechanic	28.32
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	29.77
23430 - Heavy Equipment Mechanic	30.65
23440 - Heavy Equipment Operator	33.19
23460 - Instrument Mechanic	32.04
23465 - Laboratory/Shelter Mechanic	27.92
23470 - Laborer	16.00
23510 - Locksmith	23.20
23530 - Machinery Maintenance Mechanic	28.28
23550 - Machinist, Maintenance	27.28
23580 - Maintenance Trades Helper	17.19
23591 - Metrology Technician I	32.04
23592 - Metrology Technician II	33.68
23593 - Metrology Technician III	35.11
23640 - Millwright	32.53
23710 - Office Appliance Repairer	23.42
23760 - Painter, Maintenance	23.13
23790 - Pipefitter, Maintenance	31.65
23810 - Plumber, Maintenance	30.33
23820 - Pneudraulic Systems Mechanic	29.48
23850 - Rigger	29.56
23870 - Scale Mechanic	26.46
23890 - Sheet-Metal Worker, Maintenance	31.09
23910 - Small Engine Mechanic	20.20
23931 - Telecommunications Mechanic I	28.12
23932 - Telecommunications Mechanic II	29.56
23950 - Telephone Lineman	26.42
23960 - Welder, Combination, Maintenance	24.28
23965 - Well Driller	29.48
23970 - Woodcraft Worker	29.48
23980 - Woodworker	22.25
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	13.57
24580 - Child Care Center Clerk	16.04
24610 - Chore Aide	11.44
24620 - Family Readiness And Support Services Coordinator	19.02
24630 - Homemaker	16.68

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	38.18
25040 - Sewage Plant Operator	32.79
25070 - Stationary Engineer	38.18
25190 - Ventilation Equipment Tender	27.90
25210 - Water Treatment Plant Operator	32.79
27000 - Protective Service Occupations	
27004 - Alarm Monitor	29.88
27007 - Baggage Inspector	14.34
27008 - Corrections Officer	38.39
27010 - Court Security Officer	39.43
27030 - Detection Dog Handler	30.14
27040 - Detention Officer	38.39
27070 - Firefighter	36.20
27101 - Guard I	14.34
27102 - Guard II	30.14
27131 - Police Officer I	42.92
27132 - Police Officer II	47.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.91
28042 - Carnival Equipment Repairer	16.16
28043 - Carnival Equipment Worker	10.77
28210 - Gate Attendant/Gate Tender	18.04
28310 - Lifeguard	13.82
28350 - Park Attendant (Aide)	20.19
28510 - Recreation Aide/Health Facility Attendant	15.30
28515 - Recreation Specialist	17.44
28630 - Sports Official	15.85
28690 - Swimming Pool Operator	21.68
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.10
29020 - Hatch Tender	29.10
29030 - Line Handler	29.10
29041 - Stevedore I	27.42
29042 - Stevedore II	30.75
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	42.35
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.02
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.16
30021 - Archeological Technician I	23.47
30022 - Archeological Technician II	27.47
30023 - Archeological Technician III	34.44
30030 - Cartographic Technician	34.44
30040 - Civil Engineering Technician	31.67
30061 - Drafter/CAD Operator I	24.86
30062 - Drafter/CAD Operator II	27.80
30063 - Drafter/CAD Operator III	30.99
30064 - Drafter/CAD Operator IV	38.15
30081 - Engineering Technician I	18.90
30082 - Engineering Technician II	21.22
30083 - Engineering Technician III	23.73
30084 - Engineering Technician IV	29.40
30085 - Engineering Technician V	35.98
30086 - Engineering Technician VI	43.51
30090 - Environmental Technician	27.51
30210 - Laboratory Technician	23.42
30240 - Mathematical Technician	35.89

30361 - Paralegal/Legal Assistant I	23.52
30362 - Paralegal/Legal Assistant II	29.13
30363 - Paralegal/Legal Assistant III	35.65
30364 - Paralegal/Legal Assistant IV	43.11
30390 - Photo-Optics Technician	35.89
30461 - Technical Writer I	25.89
30462 - Technical Writer II	32.03
30463 - Technical Writer III	38.31
30491 - Unexploded Ordnance (UXO) Technician I	26.92
30492 - Unexploded Ordnance (UXO) Technician II	32.56
30493 - Unexploded Ordnance (UXO) Technician III	39.03
30494 - Unexploded (UXO) Safety Escort	26.92
30495 - Unexploded (UXO) Sweep Personnel	26.92
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 27.82
30621 - Weather Observer, Senior	(see 2) 30.90
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.41
31030 - Bus Driver	20.03
31043 - Driver Courier	17.77
31260 - Parking and Lot Attendant	12.24
31290 - Shuttle Bus Driver	19.22
31310 - Taxi Driver	13.64
31361 - Truckdriver, Light	19.22
31362 - Truckdriver, Medium	20.55
31363 - Truckdriver, Heavy	21.78
31364 - Truckdriver, Tractor-Trailer	21.78
99000 - Miscellaneous Occupations	
99030 - Cashier	12.06
99050 - Desk Clerk	13.00
99095 - Embalmer	25.13
99251 - Laboratory Animal Caretaker I	14.45
99252 - Laboratory Animal Caretaker II	15.64
99310 - Mortician	29.47
99410 - Pest Controller	18.10
99510 - Photofinishing Worker	17.25
99710 - Recycling Laborer	24.32
99711 - Recycling Specialist	27.68
99730 - Refuse Collector	21.87
99810 - Sales Clerk	15.51
99820 - School Crossing Guard	12.89
99830 - Survey Party Chief	31.52
99831 - Surveying Aide	18.98
99832 - Surveying Technician	27.74
99840 - Vending Machine Attendant	16.67
99841 - Vending Machine Repairer	19.22
99842 - Vending Machine Repairer Helper	16.67

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered

overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide

classifications listed in the wage determination.





# of machine currently Own	Equipment Type/Name	Serial Number	Model	Make	Date Purchase	Amount	Warranty	SSA Bar-Code #
1	Star Trac 7700 Elite Treadmills	AE50501675	9-7731-SUSAP0	Star Trac, 14410 Myford Road, Irvine, CA 92606, Tel: (714) 508-3352, Fax: (714) 508-3819	08/19/05	\$ 4,043.00	unknown	unknown
1	Star Trac 7700 Elite Treadmills	AE50501660	9-7731-SUSAP0	Star Trac, 14410 Myford Road, Irvine, CA 92606, Tel: (714) 508-3352, Fax: (714) 508-3819	08/19/05	\$ 4,043.00	unknown	unknown
1	Star Trac 7700 Elite Treadmills	AE50501661	9-7731-SUSAP0	Star Trac, 14410 Myford Road, Irvine, CA 92606, Tel: (714) 508-3352, Fax: (714) 508-3819	08/19/05	\$ 4,043.00	unknown	unknown
1	Star Trac 7700 Elite Treadmills	AE50501670	9-7731-SUSAP0	Star Trac, 14410 Myford Road, Irvine, CA 92606, Tel: (714) 508-3352, Fax: (714) 508-3819	08/19/05	\$ 4,043.00	unknown	unknown
1	Precor Ellipticals: EFX 576i Experience Series	AACAI14060002		Precor Mike Herlihy, Tel: (425) 788-1009, Fax: (425) 398-3045, Email: herlihy@precor.com	08/14/06	\$ 4,265.00	unknown	unknown
1	Precor Ellipticals: EFX 576i Experience Series	AACI14060003		Precor Mike Herlihy, Tel: (425) 788-1009, Fax: (425) 398-3045, Email: herlihy@precor.com	08/14/06	\$ 4,265.00	unknown	unknown
1	Precor Ellipticals: EFX 576i Experience Series	AACAI18060003		Precor Mike Herlihy, Tel: (425) 788-1009, Fax: (425) 398-3045, Email: herlihy@precor.com	08/14/06	\$ 4,265.00	unknown	unknown

# of machine currently Own	Equipment Type/Name	Serial Number	Model	Make	Date Purchase	Amount	Warranty	SSA Bar-Code #
1	SportsArt /ProMaxima Ellipticals- E8300	136263	club series E8300 Elliptical	Sports Art America, 19510 144th Avenue, NE, Suite A-1. Woodinville, WA 98072. Attention: Jim Philbrick. Tel: (877) 640-1800 or (800) 709-1400.	06/21/05	\$ 3,748.00	unknown	unknown
1	SportsArt/Pro Maxima Ellipticals-E8300-	136301	club series E8300 Elliptical	Sports Art America, 19510 144th Avenue, NE, Suite A-1. Woodinville, WA 98072. Attention: Jim Philbrick. Tel: (877) 640-1800 or (800) 709-1400.	06/21/05	\$ 3,748.00	unknown	unknown
1	SportsArt Recumbent Bikes (w/arms)	132801	XT20	Sports Art America, 19510 144th Avenue, NE, Suite A-1. Woodinville, WA 98072. Attention: Jim Philbrick. Tel: (877) 640-1800 or (800) 709-1400.	unknown	unknown	unknown	unknown
1	SportsArt Recumbent Bikes (w/arms)	149970	XT20	Sports Art America, 19510 144th Avenue, NE, Suite A-1. Woodinville, WA 98072. Attention: Jim Philbrick. Tel: (877) 640-1800 or (800) 709-1400.	unknown	unknown	unknown	unknown
1	VersaClimber	None	SM Sport	VersaClimber	unknown	unknown	unknown	unknown
1	Stairmasters- Natulus	20000040421002	Stepmill	StairMasters International 1-800-635-2936	unknown	unknown	unknown	unknown
1	Stairmasters-	20000040414032	Stepmill	StairMasters International 1-800-635-2936	unknown	unknown	unknown	unknown
1	Cybex- Arc Trainer	B10-24630A9704N6386		Cybex International 888-462-9239	2008	\$ 3,897.00	unknown	unknown
1	Cybex- Arc Trainer	B10-24630A9704N6370		Cybex International 888-462-9239	2008	\$ 3,897.00	unknown	unknown
1	SportsArt- Rowing Machine	91566		unknown	unknown	unknown	unknown	unknown
3	M3 Indoor Cycle-Flat-Bik-Comp	None	006500PBC	Keiser	9/2009	\$ 2,625.17	unknown	NA
1	Matrix Krank Cycle	KC01110404048	MFC0002-OS	Matrix	07/12/11			
1	Ultra Slide Board			Ultra Slide Board	08/15/11			

# of equip. currently own	Equipment Type/Name	Serial Number	Model	Make	Date Purchase	Amount	Warranty	SSA Bar-code #
1	SportsArt Rotary Torso	154613	unknown	Sports Art America. 19510 144th Avenue, NE, Suite A-1. Woodinville, WA 98072. Attention: Jim Philbrick. Tel: (877) 640-1800 or (800) 709-1400.	unknown	unknown	unknown	unknown
1	SportsArt Back Extension	160240	unknown	same as above	unknown	unknown	unknown	unknown
1	SportsArt Abdominal Crunch	170258	unknown	same as above	unknown	unknown	unknown	unknown
1	SportsArt Leg Extension	177208	unknown	same as above	unknown	unknown	unknown	unknown
1	SportsArt Lying Leg Curl	184130	unknown	same as above	unknown	unknown	unknown	unknown
1	SportsArt Glute	146499	unknown	same as above	unknown	unknown	unknown	unknown
1	SportsArt Hip Adduction	150176	unknown	same as above	unknown	unknown	unknown	unknown
1	SportsArt Hip Abduction	150223	unknown	same as above	unknown	unknown	unknown	unknown
1	SportsArt Chest Press	183185	unknown	same as above	unknown	unknown	unknown	unknown
1	SportsArt Cable Pulleys	165003	unknown	same as above	unknown	unknown	unknown	unknown

# of equip. currently own	Equipment Type/Name	Serial Number	Model	Make	Date Purchase	Amount	Warranty	SSA Bar-code #
1	SportsArt Low Row	137997	unknown	same as above	unknown	unknown	unknown	unknown
1	SportsArt Shoulder Press	174653	unknown	same as above	unknown	unknown	unknown	unknown
1	SportsArt Bicep Curl	149575	unknown	same as above	unknown	unknown	unknown	unknown
1	SportsArt Pull Over	121115	unknown	same as above	unknown	unknown	unknown	unknown
1	SportsArt Leg Press	167894	unknown	same as above	unknown	unknown	unknown	unknown
3	Ab Coaster	unknown	CS3000	unknown	unknown	unknown	unknown	unknown
1	Nautilus Rear Delt/Pec Fly	SSRDPF050247	unknown	Nautilus	unknown	unknown	unknown	unknown
1	Stairmaster Graviton	500000206	unknown	StairMasters International 1-800-635-2936	unknown	unknown	unknown	unknown
1	Standing Leg Raise			Precor				

# of equipment currently own	Equipment Type/Name	Serial Number	Model	Make	Date Purchase	Amount	Warranty	SSA Bar-Code #
1	Leg Press	V70264675	unknown	Free Motion	unknown	unknown	unknown	unknown
1	Body Masters Bench Press	n/a	unknown	unknown	unknown	unknown	unknown	unknown
1	Body Masters Upright Bench/Chair	n/a	unknown	unknown	unknown	unknown	unknown	unknown
1	Ivanko Dumbbells (range from 3 lbs. -100 lbs.	n/a	unknown	unknown	unknown	unknown	unknown	unknown
1	EZ Curl Bar	n/a	unknown	unknown	unknown	unknown	unknown	unknown
1	Straight Curl Bar	n/a	unknown		unknown	unknown	unknown	unknown
1	Smith Machine	n/a	unknown	Precor	unknown	unknown	unknown	unknown
1	Hack Squat	n/a	unknown	SportsArt	unknown	unknown	unknown	unknown
1	Low back Extension		Icarian Line	Precor				

# of equipment currently own	Equipment Type/Name	Serial Number	Model	Make	Purchased by	Date Purchase	Amount	Warranty	SSA Bar-Code #
73	Dumbbells (weight range from 2 lbs – 10 lbs.	n/a	n/a	n/a	CES	unknown	unknown	unknown	unknown
35	Jump Ropes	n/a	n/a	n/a	CES	unknown	unknown	unknown	unknown
13	BOSU	n/a	n/a	n/a	CES	unknown	unknown	unknown	unknown
12	Stability Balls	n/a	n/a	n/a	CES	unknown	unknown	unknown	unknown
12	Medicine Balls	n/a	n/a	n/a	CES	unknown	unknown	unknown	unknown
26	Foam Rollers	n/a	n/a	n/a	CES	unknown	unknown	unknown	unknown
10	Velcro Weights	n/a	n/a	n/a	CES	unknown	unknown	unknown	unknown
1	Speed Ladder	n/a	n/a	n/a	CES	unknown	unknown	unknown	unknown
3	Height Adjustable Steps	n/a	n/a	n/a	CES	unknown	unknown	unknown	unknown
12	Orange Cones	n/a	n/a	n/a	CES	unknown	unknown	unknown	unknown
37	Yoga Mats	n/a	n/a	n/a	CES	unknown	unknown	unknown	unknown
2	Large Floor Exercise Mats	n/a	n/a	n/a	CES	unknown	unknown	unknown	unknown
63	Weight Bars	n/a	n/a	n/a	CES	unknown	unknown	unknown	unknown

10	Push-up Bars	n/a	n/a	n/a	CES	unknown	unknown	unknown	unknown
15	Resistance Bands	n/a	n/a	n/a	CES	unknown	unknown	unknown	unknown
30	Wireless Audio Receiver (Cardio Theater)	n/a	XTV Receiver: PGR9XTL020 100GEN	Precor/GSA	CES	Oct-08	\$ 2,310.00	unknown	n/a
1	Boxing Stand								
2	Boxing gloves (large and medium size)								
1	Dumbbell Storage Rack	SKU 61725	n/a	n/a	CES	9/2/009	\$ 639.95	none	none
1	BOSU Storage Rack	SKU 70291-L1	n/a	n/a	CES	9/2/009	\$ 169.95	None	none
49	Resistance Bands			Protex					
10	Kettlebells			Power Systems					
22	Black Ex. Mats								

# of machine currently own	Equipment Type/Name	Serial Number	Model	Make	Date Purchase	Amount	Warranty	SSA Bar-Code #
2	From LifeFitness- AB Crunch Bench	n/a	SABC	unknown	May-05	\$ 1,550.00	unknown	unknown
1	Kettler row Machine			Kettler				
2	Ultra fit Tube Mover			Goapher				



# of supply currently own	Equipment Type/Name	Serial Number	Model	Make	Purchased by	Date purchase	Warranty	SSA Bar-Code #
2	AED Machine	n/a	n/a	n/a	FOH	Oct-07	unknown	unknown
10 tablets	Non-Aspirin	n/a	n/a	n/a	SSA	unknown	unknown	unknown
1	Tweezers	n/a	n/a	n/a	SSA	unknown	unknown	unknown
20 pieces/pk	Band-Aids	n/a	n/a	n/a	CES	unknown	unknown	unknown
2	cold pack	n/a	n/a	n/a	SSA	unknown	unknown	unknown
2	eye irrigation packet	n/a	n/a	n/a	SSA	unknown	unknown	unknown
30	Ammonia packets	n/a	n/a	n/a	SSA	unknown	unknown	unknown
20	absorbent cotton	n/a	n/a	n/a	SSA	unknown	unknown	unknown
2	povidone/iodine ointment	n/a	n/a	n/a	SSA	unknown	unknown	unknown
30	traumatic wound dressing	n/a	n/a	n/a	SSA	unknown	unknown	unknown
40	bandages	n/a	n/a	n/a	SSA	unknown	unknown	unknown
2	combine ABD pad	n/a	n/a	n/a	FOH	unknown	unknown	unknown
1	basic first-aid guide	n/a	n/a	n/a	FOH	unknown	unknown	unknown
2	triangular bandages	n/a	n/a	n/a	FOH	unknown	unknown	unknown

2	safety pins	n/a	n/a	n/a	SSA	unknown	unknown	unknown
2	American Red Cross gloves/mask kit	n/a	n/a	n/a	SSA	unknown	unknown	unknown
8 buckets	Gym wipes	n/a	n/a	n/a	CBS	unknown	unknown	unknown
1	Yellow Emergency Kit	n/a	n/a	n/a	SSA	unknown	unknown	unknown

# of magazine currently own	Equipment Type/Name	Serial Number	Model	Make	Purchased by	Date purchase	Amount	Year subscribed	SSA Bar-Code #
1	Men's Health	n/a	n/a	n/a	CES	Oct-08	\$ 9.97	4 issues	n/a
1	Fitness	n/a	n/a	n/a	CES	1-Oct	\$ 13.97	7 issues	n/a
1	Prevention	n/a	n/a	n/a	CES	Oct-08	\$ 9.97	12 issues	n/a
1	Shape	n/a	n/a	n/a	CES	Oct-08	\$ 24.00	5 issues	n/a
1	Women's Health	n/a	n/a	n/a	CES	Oct-08	\$ 9.97	6 issues	n/a
1	Weight Watchers	n/a	n/a	n/a	CES	Oct-08	\$ 14.95	7 issues	n/a
1	Yoga Journal	n/a	n/a	n/a	CES	Oct-08	\$ 15.97	7 issues	n/a
1	Total Health	n/a	n/a	n/a	CES	Oct-08	\$ 17.00	6 issues	n/a

# of item currently own	Equipment Type/Name	Serial Number	Model	Make/Brand	purchased by	Date purchase	amount	warranty	SSA bar-code #
1	Computers (CPU)	n/a	HP	HP Samsung	CES	Jan-09	unknown	unknown	E17295
1	Monitor	n/a	HP	HP Samsung	CES	Jan-09	unknown	unknown	G42115
2	Telephone	n/a	unknown	unknown	SSA	unknown	unknown	unknown	unknown
1	Printer	n/a	unknown	HP Inkjet 2230	CES	unknown	unknown	unknown	824741
1	Fax machine	n/a	unknown	unknown	CES	unknown	unknown	unknown	unknown
1	Xerzo Machine	n/a	unknown	unknown	SSA	unknown	unknown	unknown	unknown
1	Refrigerator	unknown	unknown	unknown	CES	unknown	unknown	unknown	unknown
1	Washer	unknown	unknown	unknown	CES	unknown	unknown	unknown	unknown
1	Dryer	n/a	unknown	unknown	CES	unknown	unknown	unknown	unknown
1	Portable Vacuum	unknown	unknown	unknown	CES	Oct-08	\$ 198.00	unknown	unknown
5	Hair Blow Dryer (2 for men's + 3 for women's bathroom)	n/a	QD-3	Andis Tourmaline Ionic (Outlet Saver)	CES	unknown	unknown	unknown	unknown
26	Shower Curtains (men + women's)	n/a	unknown	unknown	CES	unknown	unknown	unknown	unknown
33	Shower mats (men+ women's)	n/a	unknown	unknown	CES	unknown	unknown	unknown	unknown

# of item currently own	Equipment Type/Name	Serial Number	Model	Make/Brand	purchased by	Date purchase	amount	warranty	SSA bar-code #
2	weight machines (men and women's)	n/a	unknown	unknown	CES	unknown	unknown	unknown	unknown
49	Ladies' Lockers	n/a	unknown	unknown	CES	unknown	unknown	unknown	unknown
27	Men's Lockers	n/a	unknown	unknown	CES	unknown	unknown	unknown	unknown
1	Office cabinet	n/a	unknown	unknown	SSA	unknown	unknown	unknown	unknown
1	Internet access line (service bill pay by vendor)	n/a	unknown	unknown	Vendor pays for their own internet services	unknown	unknown	unknown	unknown
5	Flat Screen 52" TV	n/a	LCD Full HD Energy Star Complaint TV	Divine Imaging, Inc. 310-248-4492	CES	Oct-08	\$ 24,600.00	unknown	unknown
2	Flat Screen 50" TV	n/a	unknown	unknown	CES	unknown	unknown	unknown	unknown
1	CD/DVD player	n/a	unknown	unknown	CES	Oct-08	unknown	unknown	unknown
1	Stereo system	n/a	unknown	unknown	CES	Oct-08	unknown	unknown	unknown
125	Gym Wipe Bundles								

